State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

The State of Connecticut Department of Social Services is issuing **Addendum 3** to the **Connecticut Home Care Programs Request for Proposals.**

Addendum 3 contains the following amendment to the original Procurement Schedule.

The Proposals Due Date is extended to Wednesday, February 20, 2:00 p.m. Local Time.

6. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Department's RFP Web Page.

• RFP Released:	**December 17, 2012**
• Deadline for Questions:	January 3, 2013 2:00 p.m. Local Time
• Answers Released (tentative):	January 10, 2013
• **Mandatory Letter** of Intent Due:	January 17, 2013, 2:00 p.m. Local Time
• Proposals Due:	**February ~~13~~ 20, 2013, 2:00 p.m. Local Time**
• (*) Start of Contract:	July 1, 2013

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

Date Issued: February 13, 2013

Approved: _____

Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

_____ _____

Authorized Signer Name of Company

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

The State of Connecticut Department of Social Services is issuing **Addendum 2** to the **Connecticut Home Care Programs Request for Proposals.**

Addendum 2 contains questions submitted by interested parties and the official responses. These responses shall amend or clarify the requirements of the RFP. In the event of an inconsistency between information provided in the RFP and information in these responses, the information in these responses shall control.

64 Questions and Responses follow:

(page 22 #9) and (page 35 #21 j): (Questions 1-3)

1. **Question**: Will Department develop an alternate process should the web-based application process not be operational by July 1, 2013?

   Response: The current paper process involving faxing and mailing will be utilized should the web-based application process not be operational by July 1, 2013.

2. **Question**: If not automated, will it be a manual process and require cost calculation by the Resultant Contractor?

   Response: All care plan cost calculations must be done by the provider in order to be able to compare the costs to the programmatic limits whether the system is automated or not.

3. **Question**: When the system is operational, does the Department envision the ability for the Resultant Contractor to work with the IT vendor to establish data interface to avoid duplication of data entry effort?

   Response: Yes, but probably not initially.

Other Billing Related Questions: (Questions 4-6)

4. **Question**: (page 58 2.23) Direct Service providers: How can we ensure accurate billing by provider agencies if we are not responsible for claims payment? Is this now the FI's responsibility?

   Response: The Access Agency (AA) is responsible to authorize services and enter authorized services into a web portal. It is not the Fiscal Intermediary's (FI) responsibility.

5. **Question**: Although the resultant contractor is no longer responsible for provider credentialing, will the Resultant Contractor still be required to establish provider

service agreements with the provider agencies? What level of monitoring of the provider agencies is required by the Resultant Contractor?

Response: No, the Resultant Contractor will not be required to establish provider service agreements with the provider agencies. Please refer to 2.0 Scope of Service Requirements, Section 2.16 Client Monitoring for the definition of monitoring.

6. **Question**: (page 59) How will the Resultant Contractor interface with the fiscal intermediary? Who will assume liability for bad debt in the collection of fees?

   Response: Interface will focus on provision of information on cost sharing and applied income. Neither the FI nor the AA will be responsible for bad debt.

7. **Question**: (page 32 a. 6) Has the Department developed a process for uploading manual signatures on the CHCP Informed Consent Form to the Department hyperlink?

   Response: No.

8. **Question**: Will the Department consider opportunities to transfer Resultant Contractor billing staff to their fiscal intermediary? Is there opportunity to contract purchased services or preference in hiring trained staff from the agencies currently handling the billing process.

   Response: There are no contracting opportunities and the Department will have no involvement in transferring staff.

9. **Question**: (page 70. 10) Should the Monthly Activity Report be changed to read Quarterly Activity Report?

   Response: No, this is a monthly report and it should be submitted by the end of the month following the report month.

10. **Question**: (page 77 1) Regarding the maintenance of a client to Care Manager ratio of no greater than 80:1, how are Care Manager Apprentices or Care Manager Assistants factored into the formula?

    Response: If you would like the Department to consider this, include it in the proposal.

11. **Question**: In terms of the minimum of 5 years experience required in providing Home Health Care Services, where can we find the definition of what those services entail?

Response: Please refer to 2.0 Scope of Service Requirements, Section 2.13 of the RFP for the definition of care management. The experience shall be in a home and/or community based setting.

12. **Question**: It was our understanding that the State is still developing the rate schedule. Can you verify that? Or are we just expected to use the current rate schedule?

    Response: The rate schedule for home and community based services is established and not expected to change. Rates for the care management functions are to be included in the response to the RFP.

13. **Question**: Is it alright to submit multiple proposals from multiple partnerships?

    Response: Multiple proposals are required if applying for multiple regions. No subcontracting or partnerships of care management is permitted.

Page 1- Changes include: 1. Removal of provider credentialing and claims processing functions. (Question 14, inclusive)

14. **Question**: Will there be a separate RFP for provider credentialing and claims processing functions?

    Response: No.

    - If yes, is an Access Agency permitted to bid for these functions?

    Response: N/A.

    - If the Access Agency cannot bid, what is the transition plan?

    Response: Per RFP Section 5.0 Work Plan, 4. The Resultant Contractor shall be required to provide on-going CHCP services to program participants that are being served by the Department's current Contractors. The Department is in the process of finalizing the transition process and applicable documentation, and will provide the selected Respondents with the number of program participants currently being served. Once the appropriate confidentiality agreements have been signed by the current program participants, current Contractors, and the selected Respondents, the Department will provide the selected Respondents with all appropriate documentation.

    - Will the Access Agency have any responsibility for these functions after July 1, 2013? If yes, for how long?

    Response: The AA may have to process claims for dates of service through 6/30/13 which possibly could take a couple of months.

15. **Question**: Please clarify claims processing expectations for Self Directed clients referenced on page 56 2.21, "....the Resultant Contractor may still be required to process claims for the CHCP client services."

    Response: This is an error. The Resultant Contractor is not responsible for ongoing Self- Directed claims processing.

16. **Question**: What is the scope of responsibility regarding "monitoring the service provider to ensure the quality of services and service delivery" (page 29, 2.1, paragraph 2; page 58, 2.23)?

    Response: Please refer to 2.0 Scope of Service Requirements, Section 2.16 Client Monitoring.

17. **Question**: What is the scope of responsibility for the entity responsible for provider credentialing in evaluating and intervening on issues related to poor quality of care and service delivery?
    What role will an Access Agency play, e.g. in placing a provider on probation for poor service delivery, terminating a contract, etc.?

    Response: Access Agency will not be placing a provider on probation or terminating a contract because they will not have a contract. The responsible entity will establish a means through which Access Agencies can convey feedback on provider performance.

18. **Question**: Will the Access Agency be responsible for aspects of clinical or financial provider audits?

    Response: No.

19. **Question**: Will provider credentialing requirements and current quality standards, e.g. provider must be in business for one year prior to contracting for home care program services, remain in effect?

    Response: Yes.

20. **Question**: Will credentialed provider reporting expectations remain in effect, e.g. 60 day provider reports?

    Response: Yes.

21. **Question**: Given the expectations for performance incentives, can the Access Agency use a preferred provider network of those credentialed organizations attentive to the expectations of the home care program with assurances that the network is sufficiently robust to allow for consumer options?

    Response: All qualified providers must be afforded the opportunity to enroll and provide services. Once given the right to negotiate a contract, this will be further discussed.

22. **Question**: Will providers or the credentialing body be responsible for submitting paid claims invoices to apply towards Medicaid spend-down?

    Response: No, the Care Manager will assist the client.

23. **Question**: Page 1 – Minimum Qualifications of Respondents-A minimum of five (5) years of demonstrated experience providing Home Health Care services; including five (5) years of experience providing Care Management services;
    - Please provide a definition of Home Health Care and Care Management services.

    Response: Please refer to the Response to Question 11.

Page 8 – 10. Multiple Proposals (Question 24 and 25)

24. **Question**: What is the process for a Respondent to submit a multi-regional budget, in addition to submitting separate regional budgets?

    Response: A multi-regional budget is not a requirement of this RFP and it will not be evaluated. Respondents may submit a proposal for more than one (1) region. A separate proposal is required for each region, as a separate cost proposal is required per region.

25. **Question**: Does the Department have client census projections for all five (5) service categories (by region) for each of the next five (5) years?

    Response: Current census:

Region	State-Funded	Waiver	Total
SOUTHWESTt	385	1783	2168
SOUTH CENTRALI	879	2143	3022
EASTERN	285	953	1238
NORTH CENTRAL	1504	3110	4614
NORTHWEST	805	2347	3152

    The Department is budgeting for an average increase in participants of 3.2% per year.

26. **Question**: Page 32 - Section 2.4.1 a. Resultant Contractor Requirements
    Line 1 states "require a registered nurse licensed in the State of Connecticut or social worker to conduct the initial assessments;"
    - What is the definition for "social worker?"

    Response: Social Worker is used interchangeably with Social Service Care Manager as defined in the program regulations 17b-342.

Page 59 – 2.24 Client Contribution (Question 27 and 28)

27. **Question**: What is the transition process for the removal of the Applied Income/Cost Share billing from the Access Agency to the Fiscal Intermediary?

    Response: Per RFP Section 5.0 Work Plan, 4. The Resultant Contractor shall be required to provide on-going CHCP services to program participants that are being served by the Department's current Contractors. The Department is in the process of finalizing the transition process and applicable documentation, and will provide the selected Respondents with the number of program participants currently being served. Once the appropriate confidentiality agreements have been signed by the current program participants, current Contractors, and the selected Respondents, the Department will provide the selected Respondents with all appropriate documentation.

28. **Question**: Will the Fiscal Intermediary handle all questions from participants and providers regarding billing problems, etc.?

    Response: It depends on the nature of the problem.

29. **Question**: Page 67/68 – 3.0 Staffing Plan b. Respondent Requirements 1d. – Provide job descriptions and resumes for all program staff proposed for the CHCP positions, as proposed in 3.0.b.1)
    Does the reference to resumes include ALL staff proposed for the CHCP?

    Response: Please note as this requirement is amending the initial request in 3.0 Staffing Requirements, b. Respondent Requirements 1) d). **Resumes are required of Managers, Supervisors and any Staff above those positions** that will be involved in the CHCP. **Job descriptions of all Staff** involved in the CHCP are required. Resumes and Job descriptions should be included in Section IV. H. Appendices, **Appendix 6**.

30. **Question**: Page 76 – Section C. Billing and Payment Information 1d.
    • "and transition services in accordance with approved procedures"
    - Is there a new billable service called "transition service?" If yes, please define this service.

    Response: No.

Page 76/77 – Section D. Performance Incentives (Questions 31-35)

31. **Question**: Must all seven (7) performance measures be achieved in order to be eligible for the performance incentive?

    Response: No.

32. **Question**: Does the 80:1 ratio apply to clients approved and "active" for service?

    Response: Yes.

33. **Question**: Will the care manager to client ratio calculation allow for support staff time, in full or in part, that provides an array of assistance for administrative and clerical care management related functions?

    Response: Please refer to Response to Question 10.

34. **Question**: In reference to "reduction from the baseline year in re-hospitalizations within 30 days of discharge," what source of data will be utilized? What counts as a reduction? Since different hospitals and communities have vastly different re-hospitalization rates (some hospitals are in "high quartile" range), will there be some type of risk-adjustment formula?

    Response: Source of data utilized will be from CHN CT-Medicare and Medicaid data. A reduction is a decrease in the rate of re-hospitalizations within 30 days of discharge, and there is no risk adjustment formula.

35. **Question**: Please share the performance measurements for items D 4-7.

    Response: These are not yet determined.

36. **Question**: Is the expectation for ***CHCP RFP binder 1 of 2*** -*one binder* with a comprehensive submission of an original plus four conforming copies (and electronic copies, etc) or *five binders*, one with an original and four separate copies? Same question for binder 2.

    Response: Five binders are required. One binder with an original proposal and four separate copies of the original proposal in four separate binders are required. The same response is required for binder 2.

37. **Question**: Is the Department referring to active clients only in Section 2.4.1, a, 8,d?

    Response: No.

38. **Question**: The Care Manager qualifications listed in Section 2.11.1, a, items 1 and 2 indicate the professional credentials of care managers. Should these be the same credential requirements throughout the document? For example in section 2.4.1., a, 1;2.5, a, 1 and 2.7, a, 1?

    Response: Yes.

39. **Question**: How will the Resultant Contractor be alerted to the lapse or potential lapse of a client's Title XIX status?

    Response: At initial referral, the redetermination date is provided. AA also receive copies of redetermination notices and will have look-up capacity in the Department's

eligibility system. It is the responsibility of the AA to utilize that information to prevent lapses.

40. **Question**: In section 2.10.2, a, 2, how will the Resultant Contractor know which services the direct service provider is billing for and if they match service authorizations?

    Response: Only services authorized by the Care Manager will be paid.

41. **Question**: In section 2.10.2, a, 3, what type of file (electronic, searchable, etc.) does the Department require?

    Response: Different options could be proposed in the RFP response however the Department may require a paper document for auditing purposes.

42. **Question**: Does the Department expect the Resultant Contractor to maintain enter/data process all service orders into an MMIS Contractors' Portal and into a file available by service providers (section 2.10.2, a, 5)? In other words, will the MMIS Contractor's Portal provide plan of care capability so that the Resultant Contractor does not have to maintain a proprietary care management program?

    Response: This is not determined yet, currently under discussion.

43. **Question**: Can service orders be written with an open-ended discontinuance date? If not, what is the maximum length of time for an on-going service (section 2.10.2, a, 6)?

    Response: No, 6 months for all clients other than self-directed which can be up to a year.

44. **Question**: Does Section 2.15, a, 6 refer to all case record releases that have not been approved by the client or does the Department want to sign-off on all (including releases with the client's permission)?

    Response: Only those not approved by the client.

45. **Question**: Will the Resultant Contractor be responsible for notification to the fiscal intermediary and Service Providers regarding changes in funding sources? How will retroactive changes affect the process?

    Response: AA will be responsible to notify service providers. There will be a need to issue new service authorizations with the effective date of the change.

46. **Question**: Will Applied Income and/or Cost Share obligations be deducted from Provider payments or will the Providers be held harmless?

    Response: Providers will be held harmless.

47. **Question**: In Section 2.22, last bullet, who should the appeal be directed to for client applied income?

    Response: The Department.

48. **Question**: Who will be responsible for answering ongoing/monthly client/representative questions regarding applied income and/or cost share bills (not referring to introductory questions during assessment/reassessment)?

    Response: It depends on the nature of the question.

49. **Question**: Will cost share payments be based on "authorized services" or "rendered services"?

    Response: Rendered services-actual claims.

50. **Question**: How can the Resultant Contractor maintain records of cost share payments when the Fiscal Intermediary is responsible for the collection of cost share (Section 2.25, b., 2.)?

    Response: Please note, this is an error in the RFP. The Resultant Contractor will not be responsible for maintain payment records.

51. **Question**: How will the Resultant Contractor be notified if a client is cancelled due to failure to meet cost share obligations? Will the Resultant Contractor be responsible for notification to other direct service providers? Will the Providers receive a ten-day window as required by Medicare regulations.

    Response: The Department will issue a discontinuance notice to the client and copy the AA. Yes, the Resultant Contractor will be responsible for notification to other direct service providers and yes, the Providers will receive a ten-day window as required by Medicare regulations.

52. **Question**: Is the Resultant Contractor responsible to recruit new Providers to meet gaps in services or service areas?

Response: At the appropriate time the Department would expect to see this addressed as a collaborative process with the Fiscal Intermediary (FI).

53. **Question**: What authority will remain with the Resultant Contractor in regards to service providers to insure quality standards are maintained for CHCP participants? For example, current contracts allow for both scheduled and unscheduled audit and review of records, required corrective action and sanctions for noncompliance.

    Response: These functions will be transferred to the FI.

54. **Question**: Will the Resultant Contractors be responsible for direct service provider trainings and updates on program requirements?

    Response: No.

55. **Question**: Are resumes required for all CHCP program staff including all care managers and administrative staff as described in Section 3.0, b.

    Response: No. Please refer to the Response to Question 29.

56. **Question**: Does Section 3.0, a, 3 refer to "key staff" or all CHCP staff?

    Response: All CHCP staff.

57. **Question**: Will the process of "prior written *approval* for changes in personnel" conform to the private agency's right to terminate based on its personnel policies and meet the Agency's process of timely decisions and maintenance of confidentiality standards for personnel?

    Response: Yes.

58. **Question**: In Section 4.0, a, 4, the Resultant Contractor will no longer have the billing information to support the Semi-annual Female and Minority Report. Will this information be provided by the Fiscal Intermediary? (Resultant Contractor would need the Remittance Advice data to report authorized versus rendered services.)

    Response: Yes.

59. **Question**: In Section 4.0, a, 6, the Resultant Contractor would not have access to the Remittance Advice data needed to complete the "Actual Billing file" of the Bi-Annual Quantitative Assessment Data report. How will this requirement be met?

Response: This requirement will be provided by the FI. Reporting requirement s from the MMIS contractor are in discussion at this point and the Department expects to have some reporting to share with the Access Agencies at the appropriate time.

60. **Question**: Are Monthly Activity Reports (Section 4.0, a, 10) due monthly or quarterly?

    Response: Please refer to Response to Question 9.

61. **Question**: Who is responsible for processing outstanding bills for the dates of service before July 1, 2013? Describe the Resultant Contractor's role in the transition plan including the Contractor's responsibility for outstanding billing issues for dates of service prior to July 1, 2013?

    Response: Before July 1, 2013, the current contractor. Please refer to the Response to Question 14 and 27.

62. **Question**: For the "projected costs" described in Section D., B., 2, items d & e, is the department referring to the Resultant Contractor costs or all care plan costs including purchased services?

    Response: The Resultant Contractor costs, not services.

63. **Question**: Will the Department provide an amendment to complete the information in the Table on page 74 including the "maximum rate"?

    Response: No, we are requesting the Respondent to propose a rate.

64. **Question**: Section D., B., 7, should the Resultant Contractor supply two rates, one for the first three years of the contract and a second rate for years 4 and 5; or should the Contractor supply one rate response to the costs over a five year period?

    Response: The Respondent should supply the rates according to its proposed rates.

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

Date Issued: January 10, 2013

Approved: _____

Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

_____ _____

Authorized Signer Name of Company

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

The State of Connecticut Department of Social Services is issuing **Addendum 1** to the **Connecticut Home Care Programs Request for Proposals.**

Addendum 1 contains four amendments to the Connecticut Home Care Programs Request for Proposals posted to the DAS and DSS websites on December 17, 2012. In the event of an inconsistency between information provided in the RFP and information in Addendum 1, the information in Addendum 1 shall control.

1st amendment:

The Organizational Requirement should read. a.-f. as amended below.

C. Main Proposal

Organizational Requirements-Maximum Page Limitation=Twenty (20) Pages

To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information required in a.-~~k~~f. below, regarding the administrative and operational capabilities of the Respondent.

2nd amendment:

Section IV. PROPOSAL OUTLINE should read G. Forms and H. Appendices as amended below:

~~H~~G. Forms .

Certification Regarding Lobbying

~~G~~H. Appendices

1. Appendix 1-Addenda
2. Appendix 2-Organization Chart
3. Appendix 3-Signed Release
4. Appendix 4-Evidence of Qualified Entity
5. Appendix 5-Confidentiality Policies and Procedures
6. Appendix 6-Job Descriptions and Resumes

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

3rd amendment:

I. GENERAL INFORMATION C. Instructions 9. Proposal Due Date and Time had duplication in language, and is amended as follows:

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. **The electronic copies of the proposal must be compatible with *Microsoft Office Word* except for the Budget, which may be compatible with *Microsoft Office Excel*.** For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

~~**The electronic copies of the proposal shall be compatible with *Microsoft Office Word* except for the Budget and Budget Justification, which may be compatible with *Microsoft Office Excel*.** Only the required Appendices and Forms identified in Section IV may be submitted in Portable Document Format (PDF) or similar file format.~~

4th amendment:

I. GENERAL INFORMATION C. Instructions 9. Proposal Due Date and Time is amended as follows:

Hand-delivered proposals shall be delivered to the loading dock located on the north side of the building, at 555 Capitol Avenue. Upon arriving at the loading dock, the Respondent or courier shall ring the buzzer by the door. The Official Contact or designee will receive the proposal and provide the Respondent or courier with a receipt upon request.

- **NOTE: When hand-delivering proposals to the loading dock before the Due Date: February 13, 2013 and Time: 2:00 p.m. Local Time, please be aware that the loading dock closes promptly at 3:00 p.m. Local Time.**

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

CHCP_RFP_121712

Date Issued: December 26, 2012

Approved: _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

State of Connecticut Department of Social Services Procurement Notice

Connecticut Home Care Programs Request for Proposals

The Department of Social Services, (Department/DSS) is requesting proposals from qualified organizations capable of providing the Department with specific services for the Connecticut Home Care Program for Elders (CHCPE), the Connecticut Home Care Program for Adults with Disabilities and the 1915i State Plan Home and Community Based Services Option. These programs are home and community based programs that offer older persons and adults with disabilities who are at risk for institutionalization the support needed to remain living at home by conducting assessments; developing plans of care; developing home and community-based services plans; and providing Care Management services.

There are significant changes in this Request for Proposals, (RFP) from previous procurements.

Changes include:

1. Removal of provider credentialing and claims processing functions from the Access Agencies;
2. The addition of the 1915i State Plan Home and Community Based Services Option;
3. Initiation of a web-based system for the exchange of program participant information and program forms; and
4. Increased emphasis on person centered approach to care plan development.

Interested Respondents may submit a proposal to provide the required services in any of the **Five Regions** of the state, embedded as a hyperlink. If, however a Respondent is interested in providing services in more than one region, the Respondent shall submit a separate proposal for each region.

The Department intends to award one contract per region but the Department reserves the right to add subsequent Contractors to a region, should it be determined to be in the best interest of the program.

Eligibility: To be considered eligible to respond to this RFP, an organization shall currently meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5, embedded as a hyperlink to be designated as an Access Agency or shall provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency.

Minimum Qualifications of Respondents: To be considered for the right to negotiate a contract, a Respondent shall have the following minimum qualifications:

1. A minimum of five (5) years of demonstrated experience providing Home Health Care services; including five (5) years of experience providing Care Management services; and
2. The ability to serve multicultural, multilingual populations.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

Interested Respondents shall submit a Letter of Intent (LOI) to the Department no later than 2:00 PM Local Time on **January 17, 2013**.

Proposals shall be received at the Department no later than 2:00 PM Local Time on **February 13, 2013**.

Proposals received after the stated due date and time may be accepted by the Department as a clerical function, but will not be evaluated. Those proposals that are not evaluated can be picked up by the Respondent after notification from the Official Contact or shall be retained for thirty days after the resultant contracts are executed, after which time the proposals will be destroyed.

To download this RFP, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://das.ct.gov/cr1.aspx?page=12 or call or write:

Marcia McDonough

State of Connecticut Department of Social Services

Contract Administration

25 Sigourney Street

Hartford, CT 06106

Telephone: 860-424-5214 Fax: 860-424-5800

E-mail marcia.mcdonough@ct.gov

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats shall be directed to the Department's Official Contact at 860-424-5214. The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State of Connecticut (State).

TABLE OF CONTENTS

I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name.** Connecticut Home Care Programs Request for Proposals, (CHCP RFP)
2. **Summary.** The Department of Social Services, (Department/DSS) is requesting proposals from qualified organizations capable of providing the Department with specific services for the Connecticut Home Care Program for Elders, the Connecticut Home Care Program for Adults with Disabilities and the 1915i State Plan Home and Community Based Services Option. These programs are home and community based programs that offer older persons and adults with disabilities who are at risk for institutionalization the support needed to remain living at home by conducting assessments; developing plans of care; developing home and community-based services plans; and providing Care Management services.
3. **Synopsis.** There are significant changes in this Request for Proposals, (RFP) from previous procurements. Changes include:
   a. Removal of provider credentialing and claims processing functions from the Access Agencies;
   b. The addition of the 1915i State Plan Home and Community Based Services Option;
   c. Initiation of an web-based system for the exchange of program participant information and program forms; and
   d. Increased emphasis on person centered approach to care plan development.
4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:
   2000: Community and Social Services
   0098: Medical Services or Medical Testing Services
   1000: Healthcare Services

B. DEFINITIONS / ACRONYMS/ABBREVIATIONS

The following definitions, acronyms and abbreviations apply to this procurement:

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHCP	Connecticut Home Care Programs
CHCPE	Connecticut Home Care Program for Elders
CHCPD	Connecticut Home Care Program for Adults with Disabilities
CHRO	Commission on Human Rights and Opportunities (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
Department/ DSS	Department of Social Services
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (U.S.)
LOI	Letter of Intent
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
POS	Purchase of Service
RFP	Request for Proposals

C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Respondents, prospective Respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

   Name: Marcia McDonough, Contract Administration and Procurement

   Address: State of Connecticut, Department of Social Services

   25 Sigourney Street, 9th Floor, Hartford, CT 06106

   Phone: 860-424-5214

   Fax: 860-424-5800

   E-Mail: marcia.mcdonough@ct.gov

   Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   - Department's RFP Web Page

     www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=

   - State Contracting Portal

     http://das.ct.gov/cr1.aspx?page=12

   It is strongly recommended that any Respondent or prospective Respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

   Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Offers.** The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   Number of Contracts: The Department anticipates up to five (5) offers of the right to negotiate a contract - one (1) contract to serve each proposed service region, but the Department reserves the right to add subsequent Contractors to a region, should it be determined to be in the best interest of the programs.

   Respondents may submit a proposal for more than one (1) region. A separate proposal is required for each region.

   Five Regions are embedded as a hyperlink.

   Contract Term: The resultant contract will be for a three (3) year period, July 1, 2013 to June 30, 2016, with the option for two (2) one (1) year extensions at the discretion of the Department.

4. **Eligibility.** To be considered eligible to respond to this RFP, an organization shall currently meet all of the requirements set forth in the

applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency or shall provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency.

e. **Minimum Qualifications of Respondents.** To be considered for the right to negotiate a contract, a Respondent shall have the following minimum qualifications:

   a. A minimum of five (5) years of demonstrated experience providing Home Health Care services including five (5) years of experience providing Care Management services; and

   b. The ability to serve multicultural, multilingual populations.

   The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

6. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Department's RFP Web Page.

• RFP Released:	**December 17, 2012**
• Deadline for Questions:	January 3, 2013 2:00 p.m. Local Time
• Answers Released (tentative):	January 10, 2013
• **Mandatory Letter** of Intent Due:	January 17, 2013, 2:00 p.m. Local Time
• Proposals Due:	**February 13, 2013, 2:00 p.m. Local Time**
• (*) Start of Contract:	July 1, 2013

7. Letter of Intent. A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal.

The LOI shall be submitted to the Official Contact by U.S. mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI should clearly identify:

a.) The sender, including name, mailing address, telephone number, fax number, and e-mail address; and

b.) The proposed service region(s).

8. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process shall be submitted to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. This RFP requires a Letter of Intent and the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the

question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. At its discretion, the Department may distribute any amendments and addenda to this RFP to prospective Respondents who submitted a Letter of Intent. Addendum Acknowledgement(s) will be placed at the end of any and all addenda to this RFP. Proposals shall include signed Addendum Acknowledgement(s) with their proposal and be submitted as required in Section IV. H. Appendices as **Appendix 1**.

9. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals shall be received by the Official Contact on or before the due date and time:

- Due Date: **February 13**, **2013**
- Time: **2:00 p.m. Local Time**

Faxed or e-mailed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security and delivery procedures.

Hand-delivered proposals shall be delivered to the loading dock located on the north side of the building, at 555 Capitol Avenue. Upon arriving at the loading dock, the Respondent or courier shall ring the buzzer by the door. The Official Contact or designee will receive the proposal and provide the Respondent or courier with a receipt upon request.

Proposals shall not be considered received by the Department until they are in the hands of the Official Contact or another representative of the Contract Administration and Procurement Unit designated by the Official Contact. At the discretion of the Department, late proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

- **one (1) original, four (4) conforming copies and two (2) conforming, identical electronic copies on CD or DVD** (which must be compatible with Microsoft Office Word) **of proposal labeled CHCP RFP Binder 1 of 2 containing**:

- Organizational Requirements
- Scope of Service Requirements
- Staffing Plan Requirements
- Reporting and Data Collection Requirements
- Work Plan
- Appendices

CHCP RFP Binder 1 of 2 original and copies shall be submitted in separate sealed envelope(s) or box (es).

- **and one (1) original, four (4) conforming copies and two (2) conforming, identical electronic copies on CD or DVD** (which must be compatible with Microsoft Office Word **) of proposal labeled CHCP RFP COST Binder 2 of 2, which MUST be separate and distinct from the CHCP RFP Binder 1 of 2, containing**:

- Financial Requirements
- Budget Requirements

CHCP RFP COST Binder 2 of 2 original and copies shall be submitted in separate sealed envelope(s) or box (s).

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. **The electronic copies of the proposal must be compatible with *Microsoft Office Word* except for the Budget, which may be compatible with *Microsoft Office Excel*.** For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

The electronic copies of the proposal shall be compatible with *Microsoft Office Word* except for the Budget and Budget Justification, which may be compatible with *Microsoft Office Excel*. Only the required Appendices and Forms identified in Section IV may be submitted in Portable Document Format (PDF) or similar file format.

10. **Multiple Proposals.** The submission of multiple proposals by the same Respondent within a service region is not an option with this procurement. However, a Respondent may submit proposals for more than one service region. Each service region shall be proposed as a separate proposal. Each proposal shall be self-contained and packaged separately.

11. **Declaration of Confidential Information.** Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting from them. If a Respondent deems that certain information required by this RFP is confidential, the Respondent shall label such information as CONFIDENTIAL. In Section C of the proposal submission, the Respondent shall reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Respondent shall provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale shall be stated in terms of (a) the prospective harm to the competitive position of the Respondent that would result if the identified information were to be released; and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

12. **Conflict of Interest - Disclosure Statement.** Respondents shall include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for its personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent shall affirm such in the disclosure statement: *"[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals shall follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents shall complete and use the PRINTED **Cover Sheet** form as Page 1 of the proposal, which is embedded in this section as a hyperlink.
3. **Table of Contents.** All proposals shall include a Table of Contents that conforms to the required proposal outline. (See Section IV, Proposal Outline.)
4. **Executive Summary.** Proposals shall include a high-level summary of the proposal. The Executive Summary shall not exceed four (4) single-sided pages and shall include:
   a. How the Respondent meets all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency or shall provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency.
   b. The Respondent's minimum of five (5) years demonstrated experience providing Home Health Care services including five (5) years of experience providing Care Management services;
   c. The Respondent's ability to serve multicultural, multilingual populations; and
   d. The Respondent's proposed service region.

   The Department will not evaluate proposals from organizations that do not meet these minimum qualifications.
5. **Attachments.** Attachments other than the required Appendices and Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices and Forms shall not be altered or used to extend, enhance or replace any requirement of this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** The original proposal and each of the four (4) conforming copies of the original proposal shall conform to the following specifications:

Binding Type:	Loose leaf binders with the Legal Name of the Respondent, and the RFP Name appearing on the outside front cover of each binder: **Connecticut Home Care Programs Request for Proposals (CHCP RFP)**
Dividers:	A tab sheet keyed to the table of contents shall separate each subsection of the proposal; the title of each subsection shall appear on the tab sheet
Paper Size:	8½" x 11", "portrait" orientation
Print Style:	1-sided
Font Size:	Minimum of 11-point
Font Type:	Arial or Tahoma

Margins: The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")

Line Spacing: Single-spaced

Separate proposals are required for each proposed service region.

7. **Pagination.** The Legal Name of the Respondent shall be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, shall be numbered consecutively in the footer.

8. **Packaging and Labeling Requirements.** All proposals shall be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the Respondent shall appear in the upper left corner of the envelope or package. The RFP Name shall be clearly displayed on the envelope or package: CHCP RFP Binder 1 of 2 and CHCP RFP COST Binder 2 of 2.

   Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick-up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and offering the right to negotiate a contract, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.

3. **Minimum Submission Requirements.** All proposals shall comply with the requirements specified in this RFP. To be eligible for evaluation, proposals shall (a) be received on or before the due date and time; (b) meet the Proposal Format requirements; (c) follow the required Proposal Outline; and (d) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.

4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.

   - Organizational Requirements
   - Scope of Service Requirements
   - Staffing Plan Requirements *see note*
   - Reporting and Data Collection Requirements

- Work Plan
- Appendices
- Financial Requirements
- Budget Requirements

Note:
As part of its evaluation of the Staffing Requirements, the Evaluation Team will consider the Respondent's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

The Financial Requirements and Budget Requirements will only be evaluated for Respondents who have achieved a **minimum of 75% of the available points in all prior criteria.**

5. **Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.

6. **Debriefing.** After receiving notification from the Department, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within **fifteen (15) days** of the Department's receipt of a request. The Debriefing meeting shall not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter or modify the outcome of the competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.

7. **Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after the Department notifies Respondents about the outcome of the competitive procurement, Respondents may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Department's competitive procurement; however, such Appeal shall be in writing and shall set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations or standards concerning competitive procurement or the provisions of the RFP. Any such Appeal shall be submitted to the Agency Head with a copy to the Official Contact. The Respondent shall include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the

solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" More detailed information is available on the State Contracting Standards Board web site at http://www.ct.gov/scsb/site/default.asp.

9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

A. STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's web site at: http://www.ct.gov/opm/fin/standard_contract.

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State Contractors and prospective State Contractors of the ban on campaign contributions and solicitations.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Respondent (Contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's office.

B. ASSURANCES

By submitting a proposal in response to this RFP, a Respondent implicitly gives the following assurances:

1. **Collusion.** The Respondent represents and warrants that it did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, Contractor, or its agents or employees.
3. **Competitors.** The Respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The Respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or addenda hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
5. **Press Releases.** The Respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a Respondent implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs shall be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize Respondents to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by the Department. The Department may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.
7. **Presentation of Supporting Evidence.** If requested by the Department, a Respondent shall be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. At its discretion, the Department may also check or contact any reference provided by the Respondent.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability

for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Offer and Rejection of Proposals.** The Department reserves the right to offer in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Respondent who submits a proposal after the submission due date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract offered as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFOs) on cost from Respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Offer.** The Department reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of the right to negotiate a contract already made to a Respondent and subsequently offering the right to negotiate a contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in personnel, with the exception of personnel who have terminated employment. The Department also reserves the right to approve replacements for personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP in Section I.C.11 above, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as Contractors and subContractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. Detailed information is available on CHRO's web site at Contract Compliance

   IMPORTANT NOTE: The Respondent shall upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at OPM: Ethics Forms
   IMPORTANT NOTE: The Respondent shall upload the Consulting Agreement Affidavit (OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a Certification Regarding Lobbying form, which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a Respondent is offered an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the Respondent shall fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at OPM: Ethics Forms

   IMPORTANT NOTE: The selected Respondent shall upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is offered an opportunity to negotiate a contract, the Respondent shall provide the Department with *written representation* or *documentation* that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at OPM: Nondiscrimination Certification

   IMPORTANT NOTE: The selected Respondent shall upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

The Department of Social Services provides a broad range of services to the elderly, persons with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than 90 legislatively authorized programs and one third of the State budget. By statute, it is the State agency responsible for administering a number of programs under federal legislation including the Food and Nutrition Act of 2008, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for the purpose of administering the Section 8 program under the federal Housing Act.

The Department is headed by the Commissioner of Social Services and there are two Deputy Commissioners -- a Deputy Commissioner for Programs and a Deputy Commissioner for Health Services, Finance, and Administration. There are two regional administrators responsible for the Department's three service regions. By statute, there is a statewide advisory council to the Commissioner and each region shall have a regional advisory council.

The Department administers most of its programs through 12 offices located in the three service regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies including the 156 senior centers throughout Connecticut. The Department has out-stationed employees at hospitals to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone call.

There are two entities attached to the Department for administrative purposes only. They are the Child Day Care Council and the Department of Rehabilitation Services. The Department of Rehabilitation Services is comprised of the former DSS Bureau of Rehabilitation Services; Board of Education and Services for the Blind; Commission on the Deaf and Hearing Impaired; Workers' Rehabilitation Program; and Driver Training Program for People with Disabilities.

Department Mission

The Connecticut Department of Social Services provides a continuum of core services to:

- Meet basic needs of food, shelter, economic support, and health care
- Promote and support the choice to live with dignity in one's own home and community
- Promote and support the achievement of economic viability in the workforce

We gain strength from our diverse environment to promote equal access to all Department programs and services.

Department Vision

The Connecticut Department of Social Services is people working together to support individuals and families to reach their full potential and live better lives. We do this with humanity and integrity.

■ B. OVERVIEW OF THE ALTERNATE CARE UNIT ADMINISTRATION

The Department's Alternate Care Unit administers the Connecticut Home Care Program for Elders, the Connecticut Home Care Program for Adults with Disabilities and the 1915i State Plan Home and Community Based Services Option. The mission of the Alternate Care Unit is to develop a dynamic system that includes a flexible array of cost-effective community based services and institutional long term care alternatives that are responsive to the needs and preferences of individuals and families with continuing care needs.

B.1 OVERVIEW OF THE CONNECTICUT HOME CARE PROGRAMS

The Connecticut Home Care Program for Elders (CHCPE), CT Home Care program for Adults with Disabilities (CHCPD), and 1915i State Plan Home and Community Based Services Option are home and community based programs that offer individuals at risk for institutionalization the support needed to remain living at home. The CHCPD targets individuals under age sixty-five (65) who need assistance with three (3) or more critical needs, have a degenerative neurological condition and who are not eligible for community Medicaid. The 1915i recipients have one (1) or two (2) critical needs and are active Medicaid recipients with income up to 150% of the federal poverty level. The programs offer both medical and social services to eligible Connecticut residents including: Care Management; visiting nurse, physical, occupational and/or speech therapy, home health aide, homemaker, personal care assistance , companion, chore, home delivered meals, personal emergency response system, adult day health, mental health counseling, transportation, respite care, minor home modification (environmental accessibility adaptations), assistive technology, money management, and assisted living services in approved settings. State-Funded programs are subject to available appropriations.

The Department administers the programs through contracts with local agencies that have been designated as "Access Agencies". An Access Agency is an organization that complies with all applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 of the regulations Sections h.3 (d) and (f) will be modified to comport with the changes in the scope of Access Agency Services outlined in the resultant contract. An Access Agency assists eligible individuals within specified Alternate Care Unit regions to receive home and community based services by conducting initial comprehensive assessments of individuals referred to them by the Department, annual comprehensive assessments, status reviews, and reevaluations as appropriate.

Access Agencies are responsible for providing quality Care Management services within specified Alternate Care Unit region(s) to eligible individuals. Care Management includes developing plans of care, effectively and efficiently coordinating the services identified in the plan of care and monitoring the delivery of provider services to ensure quality of service and service delivery as stipulated in the individual's plan of care. An Access Agency cannot provide any other direct service to CHCP eligible individuals or purchase home care services from itself or any related parties.

To be considered responsive, an organization responding to this RFP shall currently meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1

through 17b-342-5 to be designated as an Access Agency or shall provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency

1. CHCP Goals

   The goals of the CHCP are to:

   a. Assess whether cost-effective home care services can be offered to individuals who are at risk of institutionalization and;

   b. Provide a full range of home care services to eligible individuals who choose to remain in the community, if services are appropriate and cost effective.

2. Types of Services

   The CHCPE, CHCPD and 1915i offer both medical and social services to eligible Connecticut residents including: Care Management; visiting nurse, physical, occupational and/or speech therapy, home health aide, homemaker, laundry services, personal care assistance, companion, chore, home delivered meals, personal emergency response system, adult day health, mental health counseling, transportation, respite care, minor home modification (environmental accessibility adaptations), assistive technology, money management, and assisted living services in approved settings.

3. CHCPE Categories of Service

   The CHCP has five categories of service, one of which is assigned to all CHCP eligible individuals. CHCPD has a separate category designation. The categories are defined by functional and financial criteria. Individuals can move from one category of service to another. The Department will review an individual's functional and/or financial status as circumstances change and determine whether a change in category of service is appropriate. "Critical Needs" as that term is used herein, are bathing, dressing, toileting, eating, transferring, meal preparation, and medication management.

   The categories are:

   Category 1 service applies to individuals who are at risk of admission to a nursing facility on a short-term or long-term basis if preventive home care services are not provided. Individuals in *Category 1* have one (1) or two (2) critical needs and may or not be financially eligible for Medicaid benefits.

   Category 2 service applies to individuals who, in the absence of the CHCPE, would require admission to a nursing facility on a short-term or long-term basis. Individuals in *Category 2* have at least three (3) critical needs and do not meet the Medicaid income and/or asset criteria.

   Category 3 service applies to individuals who in the absence of the CHCPE would require admission to a nursing facility on a short-term or long-term basis and meet the financial eligibility criteria for Medicaid. Individuals in *Category 3* have at least three (3) critical needs.

   Category 4 service is for participants of the CHCPD as defined in Section 17b-617 of the CT General Statutes. In the absence of the CHCPD, individuals would require

admission to a nursing facility on a short-term or long-term basis. The program requires that the person have a diagnosis of a degenerative, neurological condition. Individuals in *Category 4* have at least three (3) critical needs and do *not* meet the Medicaid income and/or asset criteria. This program is statutorily capped at fifty (50) participants.

Category 5 service is new in 2012 and is the 1915i State Plan Home and Community Based Services program. These individuals are functionally the same as *Category 1* clients but they are active Medicaid recipients and have monthly income up to 150% of the Federal Poverty Level, (FPL) .

4. Funding Sources

   The CHCPE and CHCPD are funded under a waiver to the Medicaid program and appropriations from the CT General Assembly. Participation in the program is dependent upon eligibility and the availability of funds. CHCPE is organized under a tiered category of service structure that enables eligible individuals to receive home care services in levels corresponding to their functional dependence and financial eligibility. *Categories 1 and 2*, as well as *Category 4* are funded primarily through a State appropriation. Services to eligible individuals in *Category 3* and *Category 5* qualify for reimbursement under the Medicaid program. Therefore, costs are equally distributed between federal and State funds.

5. CHCPE Eligibility

   Program eligibility is contingent upon the CHCPE accepting new applicants in the category for which the individual is applying and upon the availability of funds.

   To qualify for the CHCPE an individual shall:

   a. Be a Connecticut resident;

   b. Be age sixty-five (65) years or older;

   c. Meet the program's functional eligibility criteria; and

   d. Meet the program's income and asset guidelines.

   1) Functional Eligibility

      An individual shall have at least one (1) Critical Need to qualify for the CHCPE program.

   2) Financial Eligibility*

      An individual may financially qualify for either the State-Funded component or the Medicaid component of the CHCPE program by meeting the financial eligibility requirements set forth below:

State-Funded Financial Eligibility	Individual	Couple
Income	No income limit	No income limit
Assets	$34,776	$46,368

Medicaid Financial Eligibility	Individual	Couple One (1) receiving services	Couple Two (2) receiving services
Income	$2,130	$ 2,130	$2,130 each
Assets	$1,600	$24,784**	$1,600 each

*Income and asset limits are established annually

**A higher amount of assets may be allowed with a spousal assessment

Refer to "DSS Assessment of Spousal Assets," embedded as a hyperlink.

6. CHCPD Eligibility

   Program eligibility is limited to fifty (50) participants consequently there is a waiting list for the program. In order to qualify for the program the applicant shall:

   a. Be a Connecticut resident;

   b. Be age sixty-five (65) years or younger or ;

   c. Meet the same financial eligibility criteria as *Category 2* of the CHCPE;

   d. Have a diagnosis of a degenerative, neurological condition; and

   e. Require assistance with three (3) or more critical needs.

7. 1915i Eligibility

   The 1915i is a new home and community based services option available for persons age sixty-five (65) and older under the Medicaid State Plan. Functional eligibility is the same as *Category 1* CHCPE participants but 1915i recipients shall be Medicaid recipients and have income up to 150% of the federal poverty level.

8. CHCPE/CHCPD/1915i Target Population

   The target populations are individuals who meet the program's eligibility criteria described above; and:

   a. Are currently institutionalized or at risk of institutionalization (in danger of hospitalization or nursing facility placement due to medical, functional or cognitive status);

   b. In need of one (1) or more community based services offered by the programs; and

   c. Would be able to remain at home with services.

9. Public Access to the Connecticut Home Care Programs (CHCP)

   Individuals or their representatives access the program by applying directly to the Department. They may call the program's toll free number (1-800-445-5394) or send a completed Home Care Request Form, embedded as a hyperlink, to:

   Alternate Care Unit

   Department of Social Services

   25 Sigourney Street, 11th Floor

   Hartford, CT 06106

Individuals are most often referred to the CHCP by hospital or nursing facility social workers or discharge planners, home health care agencies, advocates and other professionals from a variety of community organizations. Additionally, CHCP clients and/or their representatives regularly refer individuals to the programs.

The Department is currently in the process of developing a web based application process for the CHCPE, CHCPD and 1915i programs.

10. Application Process

Individuals and/or their representative(s) are responsible for providing the Department with all necessary information for determining eligibility and category of service. The application process for participation in the programs includes the following:

a. A preliminary health and financial eligibility screen conducted by the Department to determine whether the potential client is likely to be eligible for program participation;

b. Individuals determined by the Department as "likely to be eligible" are referred to the Resultant Contractor for an initial comprehensive assessment of the prospective client's economic status, health status and home care needs; and

c. Final determination of the potential client's financial eligibility.

■ C. MAIN PROPOSAL

Eligible Respondents are organizations that have met all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5to be designated as an Access Agency or shall provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency

Responses to the requirements in this section shall describe the background and experience of the Respondent. The responses shall also address details regarding the size and resources, experience relevant to the services to be performed under the resultant contract, and contracts for providing services as described ton this RFP.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

1.0 Organizational Requirements-Maximum Page Limitation=Twenty (20) Pages

To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information required in a.-k. below, regarding the administrative and operational capabilities of the Respondent.

a. *Purpose/Mission*. Provide a brief overview of the Respondent's organization including the purpose, mission, vision, and years in operation. Describe how the CHCP fits within the Respondent's purpose, mission, and vision.

b. *Functional Organization.* Provide an organization chart showing the hierarchical structure of functions and positions within the Respondent's organization in Section IV.H. Appendices, as **Appendix 2**. Indicate on the chart(s) where the following functions related to this program will be located: Program Manager, contract management; administrative support; and other functions and positions associated with the performance of the required CHCP activities.

c. *Entity Type*. Provide assurance being designated as an Access Agency or provide the Department with certain assurances that the responding organization will, by the contract start date, meet all of the requirements set forth in the applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency.

d. *Qualifications.* Describe how the Respondent meets the following qualifications of this RFP:

   1) The Respondent's minimum of five (5) years demonstrated experience providing Home Health Care services including five (5) years of experience providing Care Management services;

   2) The Respondent's ability to serve multicultural, multilingual populations; and also

   3) Include a description of the Respondent's overall qualifications to carry out a program of this nature and scope;

   4) Demonstrate the Respondent's strong presence in the region that the Respondent contemplates providing services; and

   5) Demonstrate the Respondent's ability to administer the CHCP on a regional basis.

e. *References.* Provide three (3) specific programmatic references for the Respondent. References shall be individuals able to comment on the organization's ability to perform the activities required by this RFP. References shall include the company name, and the name, mailing address, telephone number, and e-mail address of a specific contact person. The contact person shall be an individual familiar with the organization and its day-to-day performance. References cannot be the organization's current employees. If the organization has provided services directly or indirectly through a subcontract to the State of Connecticut within the past three (3) years, the organization shall include a State of Connecticut reference. The organization may include a DSS reference in the proposal; however, the individual named may have to refuse if s/he will be involved in the evaluation of proposals received in response to this RFP. The organization may also include former DSS staff as references. **Organizations are strongly encouraged to contact their references to ensure the accuracy of their contact information, and their willingness and ability to provide references.** The Department expects to contact these references as part of the evaluation process.

References shall be able to comment on the following categories:

1) Capability to deliver required services;
2) Reputation/ethics/integrity;
3) Organizational approach;
4) Interpersonal skills; and
5) Ability to problem-solve.

The entity acting as a reference should be able to briefly describe the Respondent's performance in each category and then rate the Respondent's performance as poor, fair, good, very good or excellent in each category.

The Department will disqualify any Respondent from competing in the RFP process if the Department discovers that the Respondent had any influence on the references.

f. *Department Responsibilities.* Identify specific support the Respondent requires from the Department to perform the tasks in any resultant contract. Support may include, but is not limited to Department staff time, Departmental reports or information required, or any other resources the Resultant Contractor expects the Department to provide, in addition to the support identified.

The Department shall, at a minimum:

1) Monitor the Resultant Contractor's performance and request updates, as appropriate;
2) Respond to written requests for policy interpretations;
3) Provide technical assistance to the Resultant Contractor, as needed, to accomplish the expected outcomes;
4) Schedule and hold regular program meetings with the Resultant Contractor;
5) Provide a process for and facilitate open discussions with DSS Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement;
6) Make DSS staff available to assist with training regarding the CHCP policies and procedures to provide ongoing technical assistance in all aspects of the CHCP;

7) Provide both an application and a provider participation agreement that shall be completed, signed, and filed with the Department prior to enrollment as a Medical Service Provider; and

8) Provide billing instructions and be available to provide assistance with the billing process including completion of claim forms and corrections.

Specific Department responsibilities are:

1) Program Management: A Program Director will be appointed by DSS. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.

2) Staff Coordination: The Program Director will coordinate all necessary contacts between the Resultant Contractor and Department staff.

3) Approval of Deliverables: The Program Director will review, evaluate, and approve all deliverables prior to the Resultant Contractor being released from further responsibility.

The Department of Social Services retains the ultimate decision-making authority required to ensure program tasks are completed.

1.1 Experience – Contracts

To submit a responsive proposal **THE RESPONDENT SHALL** describe its experience and success related to the service requirements for the CHCP whether ongoing or completed, including the following information:

a. Identify all state agencies, other jurisdictions, and commercial Contractors in all other states for which the Respondent has engaged in similar or related contract work for the past three (3) years;

b. Describe any current or past contract(s) where the Respondent performed similar work in the past three (3) years for those state agencies, other jurisdictions or commercial Contractors and for each contract include the name of the customer's program officer, title, address, telephone number, fax number and e-mail address, the date of contract signing, the date of program initiation, the initial scheduled completion date and the actual completion date;

c. Provide data demonstrating the success of CHCP services for the three (3) most recent years that your agency provided such services. This shall include the following data elements:

   a) Years for which services were delivered;

   b) Number of clients served;

   c) Cities/towns served;

   d) Funding source;

   e) Cost of services;

   f) Experience and capability to provide services that are culturally and linguistically responsive and appropriate.

d. **Provide a signed release** allowing the Department to access any evaluative information, including but not limited to site reviews conducted by any state agency, jurisdiction or commercial Resultant Contractor for which the Respondent has performed similar work in

the past two (2) years. Per Proposal Outline, the signed release should be located in Section IV. H. Appendices, as **Appendix 3**.

1.2 Governance - Disclosure

To submit a responsive proposal **THE RESPONDENT SHALL** provide the following information:

a. The name, work address, and percentage of time allocated to this resultant contract for each responsible director;

b. A complete description of any and all related party relationships and transactions. The Respondent shall fully disclose its anticipated payments to a related party. (Such payments are non-allowable unless the Respondent provides sufficient data to satisfy the Department that the costs are necessary and reasonable);

c. An overview of how organization policies and procedures are reviewed and updated by the Respondent, whenever there are federal and state regulation changes and/or operational changes, or as requested by the Department; and

d. Evidence of sound fiscal management processes, and the ability to manage public contracts, public grants, and third party reimbursement systems.

1.3 Ownership – Disclosure

To submit a responsive proposal **THE RESPONDENT SHALL** provide a description of the relationship with other entities including:

a. Whether the Respondent is an independent entity or a subsidiary or division of another company (if the Respondent is not an independent entity, Respondent shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organizations' principals); and

b. A description of the relationship of any parent company when the Respondent is an affiliate of another organization.

1.4 Audit Compliance

To submit a responsive proposal **THE RESPONDENT SHALL** describe the Respondent's success with contract compliance requirements during the past three (3) years. Identify any deficiencies in program audits and, if applicable, detail what steps the organization has taken to address any recommendations. List all sanctions, fines, penalties or letters of noncompliance issued against the Respondent by any funding source (public and/or private). Describe the circumstances eliciting the sanction, fine, penalty or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty or letter of noncompliance. If no sanctions, fines, penalties or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty or compliance action has been imposed on the Respondent within the past three (3) years shall be submitted.

1.5 Evidence of Qualified Entity

To submit a responsive proposal **THE RESPONDENT SHALL** provide written assurance to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract.

Note: The Evidence of Qualified Entity shall be submitted as a separate sheet and shall be located in Section IV.H. Appendices, as **Appendix 4**.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

1.6 Comprehensive Risk Understanding

The Resultant Contractor shall be sensitive to the needs and circumstances of the CHCP and the policy requirements of the Department and the federal government. The Department looks forward to a relationship with a Resultant Contractor who will anticipate risks and propose solutions to problems that obstruct access to CHCP services. To submit a responsive proposal, **THE RESPONDENT SHALL**:

a. Show its understanding of the CHCP by describing potential risks to the Department and risks that the Respondent could encounter by acting as the CHCP Resultant Contractor; and

b. Propose solutions or approaches for managing those risks that show the Respondent's familiarity and sensitivity with managing the CHCP.

2.0. Scope of Service Requirements- Maximum Page Limitation=Fifty (50) Pages

General - A responsive proposal shall demonstrate understanding of the CHCP. The Respondent shall detail how it will define and perform each required task or deliverable of the CHCP. The Respondent shall respond to each requirement as noted: **Respondent Requirements:** To submit a responsive proposal, **THE RESPONDENT SHALL:**

The Department does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the programs and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

2.1. Designation and Role of an "Access Agency" and Medical Assistance Program Provider Enrollment

The Department administers the CHCP through contracts with "Access Agencies." An Access Agency is an organization that assists individuals in receiving home and community based services by conducting initial comprehensive assessments for those individuals referred to them by the Department, annual comprehensive reassessments, status reviews, and reevaluations as appropriate. To be considered an Access Agency an organization shall comply with all applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5, embedded as a hyperlink. Once determined to be an Access Agency, the Access Agency shall be enrolled with the Department as a Medical Assistance Program Provider. Enrollment is required for the Access Agency to be reimbursed for services.

Access Agencies are responsible for providing quality Care Management services to CHCP clients. Care Management includes developing plans of care, referring to service providers to fulfill the components of the service plan, effectively and efficiently coordinating the services identified in the plan of care and monitoring the service provider to ensure the quality of services and service delivery as stipulated in the client's plan of care and the resultant contract. An Access Agency shall not provide any other direct service to program clients or purchase home care services from itself or any related parties.

NOTE WELL: Throughout the remainder of this RFP the information preceded by the term "Resultant Contractor Requirements" refers to contract requirements with which the Resultant Contractor(s) shall be contractually obligated to comply. The information preceded by the term "Respondent Requirements" refers to information that a Respondent shall address or include in its proposal to be considered responsive.

a. Resultant Contractor Requirements – The Resultant Contractor shall:

1) Comply with all applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency;

2) Once designated as an Access Agency, enroll with the Department as a Medical Assistance Program Provider. Enrollment is required for the Resultant Contractor to be reimbursed for services. To enroll, the Resultant Contractor shall meet the conditions and specifications in the following documents:

   a) CHCP DSS Medicaid Provider Enrollment Agreement, embedded as a hyperlink;

b) CHCP DSS Provider Agreement Guidelines; and

c) This RFP and any resulting contract; and

3) Adhere to all applicable State and federal regulations as well as make available, at the Department's request all applicable licenses, certificates, or permits.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's compliance with or timeline to be in compliance with all applicable sections of the CHCPE regulations found in the Connecticut Statutes, Regulations of Connecticut State Agencies, Sections 17b-342-1 through 17b-342-5 to be designated as an Access Agency;

2) Describe the Respondent's current status or timeline to be granted status as a Medical Assistance Program Provider;

3) Include evidence of the Respondent's registration, if the Respondent is currently registered with the Department as a Medical Assistance Program Provider; or

4) Describe how the Respondent will meet the Department's requirements to become a Medical Assistance Program Provider, if the Respondent is not currently registered.

2.2. CHCP Applicants and Clients with Special Needs

The CHCP have applicants and individual program participants (hereinafter Clients) with special needs including but not limited to individuals whose primary language is not English and individuals who are hearing and/or visually impaired.

a. Resultant Contractor Requirements - The Resultant Contractor shall employ staff or implement and facilitate an effective strategy that will provide the Department with the assurances necessary to ensure that the Resultant Contractor has the ability to serve CHCP applicants and clients with special needs, including but not limited to individuals whose primary language is not English, who are hearing and/or visually impaired or who have other special needs.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the Respondent's staffing plan and/or strategy to ensure the Department that the Respondent has the ability to provide services for program applicants and clients who have special needs as described in 2.2.a.

2.3. Facilities and Operating Hours

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Maintain facilities to meet all applicable inspection requirements, including certification of appropriate inspection for health, fire and safety. Facilities shall meet accessibility standards as defined in the Americans with Disabilities Act;

2) Operate the programs during hours that make them available to the community and clients;

3) Establish, implement and maintain policies and procedures to manage CHCP client emergencies that occur after hours and on weekends;

4) Maintain appropriate insurance including general liability, workers' compensation, and malpractice;

5) Locate offices serving participants in the CHCP within the State of Connecticut that are accessible to the public;

6) Establish a communication system adequate to receive requests and referrals for service, including the capacity to respond to clients and health professionals in emergencies on a 24-hour basis.

While the Department will not require that Access Agencies have offices staffed seven (7) days a week, the Resultant Contractor shall be required to have the capability to accommodate service needs on a seven (7) day a week basis.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed plan to accommodate service needs on a 7-day a week basis;

2) Include proposed policies, procedures and a communication system adequate to respond to client and health professionals with emergencies that occur after hours and on weekends;

3) Include a proposed plan that includes a communication system to receive requests and referrals for services; and

4) Include the following information of the proposed locations of offices serving participants within the State of Connecticut:

   a) The address of the facility/facilities;

   b) The name and telephone number of a contact person who has access to the facility should the Department wish to visit the facility before executing a contract;

   c) A statement on how the facility is currently used;

   d) Demonstrated compliance with the Americans with Disabilities Act regarding handicapped access for direct client service sites; and

   e) Accessiblility to the public, as well as public transportation.

2.4. Client Assessments

2.4.1. Initial Assessment

Initial Assessment is a process by which a CHCPE, CHCPD or 1915i applicant is evaluated for functional and financial eligibility. The initial assessment involves a comprehensive evaluation of an individual's medical, psychosocial and economic status, degree of functional impairment, risks, unmet needs, related service needs and identification of the appropriate category of service. The initial assessment process also includes conducting all administrative requirements associated with the application process. The CHCPE, CHCPD or 1915i applicant or applicant's representative is educated about all relevant aspects of the programs and a plan of care is developed and implemented. The initial assessment is a person centered approach to care plan development recognizing the needs and preferences of the participant and allowing for the maximization of client choice.

The Department shall reimburse the Resultant Contractor for Initial Assessments. The Department's payment for an initial assessment includes:

- All costs for visiting the CHCP applicant;
- Completing the CHCP Modified Community Care Assessment tool, embedded as a hyperlink; or another assessment tool as directed by the Department;
- Obtaining all required applicant signatures on appropriate DSS' forms;
- Assisting the applicant with completion and submittal of DSS' CHCP Special Eligibility Determination Document;
- Contacting providers or caregivers in conjunction with the assessment;
- Developing the plan of care; and
- Making initial arrangements to start services.

a. Resultant Contractor Requirements - The Resultant Contractor shall conduct initial assessments adhering to specific requirements:

1) Require a registered nurse licensed in the State of Connecticut or social worker to conduct the initial assessments;
2) Contact the CHCP applicant or the applicant's representative within one (1) working day of receiving the referral from the Department to schedule a face-to-face interview with the applicant;
3) Inform the CHCP applicant or the applicant's representative at the time the applicant contact is made that clients who require nursing facility care have the right to decide whether or not to live in the community or an institution. (Nursing facility care is defined as in need of assistance with three (3) or more critical needs);
4) Prior to the initial assessment:
    a) Provide the CHCP applicant or the applicant's representative with a copy of DSS CHCP – Your Rights and Responsibilities;
    b) Ensure and document in the client record the CHCPE/CHCPD or 1915i applicant and/or applicant's representative receives and understands the DSS CHCP – Your Rights and Responsibilities; and
    c) Provide, ensure and document in the client record the applicant and/or applicant's representative receives and understands any written policies the Resultant Contractor may have regarding client rights and responsibilities.
5) Provide the program applicant or applicant's representative with the Resultant Contractor's grievance procedures assuring and documenting that the program applicant and/or the applicant's representative receives and understands the grievance procedures;
6) Obtain all required applicant or applicant's representative dated signatures on DSS' forms including the:
    a) CHCP Informed Consent form, signed by the applicant or the applicant's representative prior to conducting the initial assessment:

i. The signed consent form authorizes the Care Manager to conduct the assessment, provide services and obtain information regarding the applicant from other providers and agencies;

ii. The signed consent form is required to authorize the Department to pay the Resultant Contractor for the assessment; and

iii. An applicant's refusal to sign a CHCP Informed Consent form requires written confirmation forwarded to the Department, preferably from the applicant. If a written confirmation cannot be obtained, the Care Manager is to send notification to the Department utilizing DSS' CHCP Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS;

b) CHCP Uniform Client Care Plan;

c) CHCP Client Applied Income Contribution Agreement if applicable;

d) CHCP Applied Income Cost Sharing Contribution for State-Funded Clients or Cost Sharing Agreement;

e) CHCP Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form if applicable:

i. Used by the Department to determine the cost liability (if any) of the client's spouse;

ii. The Resultant Contractor shall inform the applicant and/or applicant's representative prior to the acceptance of services that the applicant's spouse may be considered a legally liable relative and may be required to contribute to the cost of care when his or her income exceeds the allowed amount;

iii. The Resultant Contractor shall obtain and submit a DSS CHCP Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form signed and dated by the applicant or applicant's representative; and

iv. The Resultant Contractor shall inform the applicant of the determination.

f) CHCP Special Eligibility Determination Document - Used by the Department to determine CHCP applicant financial eligibility for program participation and Medicaid eligibility.

7) Verify and document the cognitive and functional status and category of service determination by utilizing and completing all sections of the Department's CHCP Modified Community Care Assessment tool or another assessment tool as directed by the Department and CHCP Assessment/Revaluation/Status Review Outcome Form;

8) Complete the CHCP Modified Community Care Assessment tool during a face-to-face interview conducted in the CHCP applicant's home, or at the hospital or nursing facility if the applicant is institutionalized. If the applicant is institutionalized, the initial assessment shall:

a) Confirm the applicant's discharge date;

b) Inform appropriate hospital staff of the development of a plan of care;

c) Provide all reasonable and necessary measures to implement the plan of care at the time of discharge;

d) Include a follow-up home visit to the applicant within five (5) working days of discharge; and

e) Document the required activities listed above in the client record.

9) Identify the applicant's service needs;

10) Request a change of category of service when appropriate adhering to the CHCP Paper Work for Changes in Category Levels;

11) Develop an individual plan of care adhering to the Department's requirements for plans of care;

12) Provide the applicant with a copy of the signed and completed plan of care;

13) Discuss with the applicant and/or applicant's representative, the possible risks associated with the provision of community based services and establish that a cost-effective plan of care can be offered. The Care Manager is responsible for ensuring that the participant is making an informed choice regarding the possible risks.

14) Assist the applicant in selecting the most appropriate services to meet the individual's needs;

15) Provide assistance with the completion of DSS' CHCP Special Eligibility Determination Document, embedded as a hyperlink, if needed;

16) Educate the CHCP applicant and/or the applicant's representative that the CHCP will complement, but not replace services being provided by other funding sources or the CHCP applicant's family or friends;

17) Complete the assessment process within seven (7) working days of receiving the referral; and

18) Request additional time from the Department when more than seven (7) working days are needed to complete the assessment process, including the development of the plan of care, by submitting to the Department in advance:

a) A completed CHCP Notification of Delay of Assessment form;

b) An advanced notification and request for an extension on a newly completed CHCP Notification of Delay of Assessment when the delay will extend past the anticipated date noted on the previous CHCP Notification of Delay of Assessment form;

c) A CHCP Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, embedded as a hyperlink, with a recommendation for action consistent with existing Department policies and procedures when an extension of a delay is not appropriate; and

d) Provide any additional information the Department requires to act on the delay request.

19) Arrange to have actual service delivery ready to begin when the CHCP applicant has been determined to be eligible for CHCP participation and has accepted community based services;

20) Provide advanced notice to the Department when services cannot start within seven (7) days of the Resultant Contractor's submission of the assessment outcome and plan of

care using the CHCP Notification of Delay of Assessment. The Resultant Contractor shall:

a) Submit a completed CHCP Notification of Delay of Assessment;

b) Notify the Department within thirty (30) days that a resolution has been achieved; and

c) Report the individual's current status on an CHCP Intra Referral DSS ACU Access Agency/ Provider/ DDS/ DMHAS, signed and dated by the Care Manager.

21) Upon completion of the initial assessment, forward to the Department a completed:

a) CHCP Assessment/Revaluation/Status Review Outcome Form;

b) CHCP Uniform Client Care Plan;

c) CHCP Care Plan Cost Worksheet;

d) CHCP Applied Income Worksheet;

e) CHCP Client Applied Income Contribution Agreement if applicable;

f) CHCP Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative;

g) CHCP Checklist to Authorize Care Management;

h) A request for a change in service category when the category of service determined at assessment differs from the category of service on the CHCP Referral Form;

i) CHCP Applied Income Cost Sharing Contribution for State-Funded Clients or CHCP Cost Sharing Agreement; and

j) Submit the above required documents utilizing a web based client system. (see notation below).

NOTE WELL: The Department is in the process of developing a web based data base for CHCPE, CHCPD and 1915i program recipients. It is expected that the system will facilitate an electronic flow of documents between the DSS Alternate Care Unit and the Access Agencies essentially eliminating the need for the provision of paper documents. At the time of the writing of the RFP, the timeframe for completion of the project is unclear but it is anticipated to be in place for July 1, 2013.

k) Obtain and provide any information the Department requires to process the individual's application to the CHCP; and

l) Obtain the Department's authorization for all home care services prior to the delivery of services.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will ensure adherence to each of the Resultant Contractor Requirements for initial assessments. Include a description of how the Respondent will evaluate client risk associated with the provision of CHCP services and document the factors and rationale that determine an acceptable level of risk and that the client understands and accepts the risk;

2) Describe how the Respondent will ensure that the CHCP applicant and/or the applicant's representative understands client rights and responsibilities and understands any Department form the CHCP applicant is required to sign to participate in the CHCP;

3) Submit a procedure for documenting in the client record that the applicant and/or applicant's representative received and understood DSS "Client Rights and Responsibilities" and any written policies the Respondent has regarding client rights and responsibilities; and

4) Submit a proposal that demonstrates readiness to complete and/or submit all required documents through the web based system.

2.5. Client Reassessment

The client reassessment is very similar to the initial assessment except that it involves a comprehensive reexamination of a client's medical, psychosocial, and economic status, degree of functional impairment, related service needs, and category of service. The reassessment identifies whether or not circumstances have changed that affect the client's program eligibility or service needs. The reassessment also serves to identify changes in the availability of services that would affect the client's plan of care or program participation status. Revision to the plan of care is made when appropriate and the plan of care resulting from the reassessment is implemented. The reassessment is a person centered approach to care plan development recognizing the needs and preferences of the participant and allowing for the maximization of client choice.

The Department shall reimburse the Resultant Contractor for Client Reassessments. The reimbursement is included in the per diem rate for Care Management.

a. Resultant Contractor Requirements - The Resultant Contractor shall conduct reassessments adhering to specific requirements:

1) Require a registered nurse licensed in the State of Connecticut or social worker to conduct the reassessments;

2) Conduct reassessments annually during the anniversary month of the completion of the initial assessment;

3) Verify and document the cognitive and functional status and category of service determination by utilizing the Department's CHCP Modified Community Care Assessment tool or another assessment tool as directed by the Department and the CHCP Assessment/Revaluation/Status Review Outcome Form;

4) Request a change of category of service, when appropriate, adhering to the CHCP Paper Work Required For Changes in Category Levels. Upon Department approval of the category change, the Resultant Contractor's Care Manager shall:

   a) Ensure that the client has a plan of care reflecting any changes in services;

   b) Adhere to the CHCP Paper Work for Changes in Category Levels.

5) Provide a face-to-face interview conducted in the client's home, hospital or nursing facility if the client is institutionalized at the time of the reassessment;

6) If the client is institutionalized, begin the reassessment process no later than the same month of the client's initial assessment date. The Resultant Contractor shall:

   a) Confirm the client's discharge date;

b) Inform appropriate hospital or nursing facility staff of the development of a plan of care;

c) Take all reasonable and necessary measures to implement the plan of care at the time of discharge; and

d) Conduct a follow-up home visit to the client within seven (7) working days of discharge.

7) If the client is out of state, begin the reassessment process no later than the same month of the client's initial assessment date. The reassessment shall include:

a) Written documentation confirming that the reassessment process began with either written or verbal communication that includes:

i. Confirmation the client is maintaining his/her status as a Connecticut resident;

ii. Confirmation that the client is maintaining his/her Medicaid active status, if appropriate;

iii. Notation of reported significant changes in the client's health, functional or financial status; and

iv. Anticipated date of client's return to Connecticut.

b) Reasonable and necessary measures to restart services upon the client's return to Connecticut; and

c) A completed reassessment process including a home visit within seven (7) days of the client's return to Connecticut.

8) Assist the client or the client's representative with the completion of all required forms;

9) Assist the client to or the client's representative to the greatest extent possible with the completion and submittal of the Department's Special Eligibility Determination Document to promote the client's timely re-determination of financial eligibility;

10) Identify all service needs;

11) Develop and implement an updated individual plan of care. New plan of care forms are to be used that reflect all requirements as detailed in 2.18 of this RFP. The client's and Resultant Contractor's Care Manager's dated signature shall be on the current plan of care and a copy given to the client;

12) Establish whether the client can be offered a cost-effective plan of care and that the participant is informed of any risks associated with the plan of care;

13) Re-educate the client about the full range of services and provider agencies available under the program, their rights and responsibilities under the program, and any fees or other required contributions toward the cost of care;

14) Obtain all required client/client representative dated signature(s) on all appropriate Department forms including on the updated plan of care;

15) Update the amount that the client shall contribute to the cost of care by completing the Department's CHCP Applied Income Worksheet form according to the Department's guidelines and obtain the client's signature on a new Client Applied Income Contribution

Agreement if the applied income amount has changed due to the client's program status change;

16) Provide sufficient documentation to the Department that the client continues to meet all eligibility criteria;

17) Upon completion of the reassessment, forward to the Department a completed:

a) DSS CHCP Special Eligibility Determination Document for State-Funded clients;

b) Client Applied Income Contribution Agreement if applicable;

c) A request for a change in service category when appropriate; and

d) CHCP Checklist to Authorize Care Management.

18) Ensure service delivery in accordance with the updated plan of care; and

19) Obtain and provide any information the Department requires regarding the client's continued participation.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will ensure the Department that the Respondent shall be able to satisfactorily adhere to the Resultant Contractor's requirements for reassessments as described in Section 2.5.a;

2) Propose a procedure of how the Respondent will assist and monitor CHCP clients with their annual Medicaid redetermination process. The proposal shall contain a procedure with timeframes that will contribute toward a client's timely completion and submittal of the DSS Special Eligibility Determination Document; and

3) Include a procedure for communicating to the Department when a CHCP client's Medicaid eligibility is in jeopardy. Determine whether Medicaid eligibility is at risk of being discontinued by client choice or for some other reason.

2.6. Client Reevaluation

Client reevaluation means a reexamination of the functional and cognitive status of a program applicant, whose initial assessment had been completed within the last sixty (60) days, but the application process was not completed or the applicant had not yet received Care Management services. Reevaluations may also be requested when the Department requires a client status update to facilitate a fair hearing. The Department does not reimburse for reevaluations. The reevaluation is a person centered approach to care plan development recognizing the needs, preferences and values of the participant that allows for the maximization of client choice.

a. Resultant Contractor Requirements - The Resultant Contractor shall conduct reevaluations adhering to specific requirements:

1) Utilize a registered nurse licensed in the State of Connecticut or social worker to conduct reevaluations;

2) Include a reexamination of the client's functional and cognitive status;

3) Include a reevaluation of the appropriateness of the plan of care, including an evaluation of the need for a back-up plan, and making any necessary revisions to the plan of care;

4) Request a change of category of service adhering to the requirements as presented in CHCP Paper Work for Changes in Category Levels; and

5) Submit to the Department:

   a) A CHCP Assessment/ Revaluation/Status Review Outcome Form for clients who will not be participating in the CHCP program; or

   b) All documentation required to be submitted for an initial assessment for clients who will be participating in the CHCP program.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:** Describe how the Respondent will ensure the Department that the Respondent shall be able to satisfactorily adhere to the Resultant Contractor's requirements for client reevaluations as described in Section 2.6.a.

2.7. Client Status Review

Client Status review means a review of the functional and cognitive status of a client based on a face-to-face interview. The status review is conducted when a lapse of time has occurred between the assessment and initiating Care Management services or when a lapse of time has taken place since the client has received Care Management services. The status review is a person centered approach to care plan development recognizing the needs, preferences and values of the participant that allows for the maximization of client choice.

The Department shall reimburse the Resultant Contractor for Status Reviews. Status Reviews will be reimbursed at one-third (1/3) of the assessment rate.

a. Resultant Contractor Requirements - The Resultant Contractor shall conduct status reviews that adhere to specific requirements:

1) Utilize a registered nurse licensed in the State of Connecticut or social worker to conduct status reviews;

2) Conduct status reviews during an individual's hospital or nursing facility stay according to the following:

   a) No more than one time during a hospital stay which is less than or equal to forty-five (45) days;

   b) No more than one (1) time during a nursing facility stay which is less than or equal to forty-five (45) days; and

   c) Upon obtaining prior authorization from the Department for status reviews conducted during an individual's hospital or nursing facility stay that is more than forty-five (45) days.

3) Conduct status reviews when a program applicant's initial assessment was completed within the time period of sixty (60) days and six (6) months. Prior authorization from the Department is required;

4) Conduct status reviews when the initial assessment was conducted and a plan of care was developed within the time period of six (6) months to one (1) year, but the client did not receive Care Management services;

5) Conduct status reviews when a program participant has not received Care Management services from the Resultant Contractor for more than two (2) months. Prior authorization from the Department is required;

6) Include an evaluation of the appropriateness of the plan of care, including an evaluation of the need for a back-up plan, and making any necessary revisions to the plan of care;

7) Request a change of category of service adhering to the requirements as presented in CHCP Paper Work for Changes in Category Levels;

8) Include confirmation that the individual does not present an unacceptable risk to themselves or others; and

9) Submit to the Department:

   a) A CHCP Assessment/ Revaluation/Status Review Outcome Form for clients who will not be participating in the program; or

   b) All documentation required to be submitted for an initial assessment and the following:

      i. Updated DSS'CHCP Special Eligibility Determination Document for State-Funded clients;

      ii. Updated CHCP Client Applied Income Contribution Agreement if applicable; and CHCP Applied Income Cost Sharing Contribution for State-Funded Clients or CHCP Cost Sharing Agreement; and

      iii. A request for a change in service category when appropriate.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will ensure the Department that the Respondent shall be able to satisfactorily adhere to the Resultant Contractor's requirements for status reviews as described in Section 2.7.a.

2.8. Reassessments for Self-Directed Care or Private Assisted Living Program Participants

Individuals who are Self-Directed or receiving services in a private assisted living facility receive an initial assessment from the Resultant Contractor which also develops the initial plan of care with the individual. The Self-Directed client or private assisted living reassessment is very similar to the initial assessment except that it involves a comprehensive reexamination of a client's medical, psychosocial, and economic status, degree of functional impairment, related service needs, and category of service. The reassessment identifies whether or not circumstances have changed that affect the client's program eligibility or service needs. The reassessment also serves to identify changes in the availability of the client's support system that would affect the client's ability to remain on the Self-Directed Program or private assisted living program. The Department will reimburse the Resultant Contractor 75% of the cost of an initial assessment to complete the annual reassessments for self-directed and private assisted living clients when requested to do so by the Department.

2.9. Cost Liability

The Resultant Contractor shall identify changed circumstances that affect eligibility or service needs or changes in the availability of services that would affect the plan of care or program participation status.

a. Resultant Contractor Requirements - The Resultant Contractor shall be held liable for costs that are incurred due to improper procedures including the following:

1) Improper documentation of the level of care;
2) Inaccurate determination of the cost of the plan of care;
3) Inaccurate notification and acknowledgment of client rights, responsibilities and choices in relation to the CHCP; or
4) Failure to comply with established DSS procedures for client contributions.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's plan to:
   a) Implement, document, coordinate and monitor Care Management;
   b) Ensure the Department of the continued presence of necessary safeguards to protect the health and welfare of clients; and
   c) Ensure the Department that the services provided meet established standards of provider participation and quality.

2.10. Authorization of Services

2.10.1 Assessments

The Department shall reimburse the Resultant Contractor for only those assessments that have been conducted of persons who were referred to the Resultant Contractor by the Department and for whom the Resultant Contractor has obtained a signed consent form authorizing the assessment. The Resultant Contractor may not bill the Department and the Department will not reimburse the Resultant Contractor for client contacts that were made to explain the program but did not result in client consent to conduct an assessment.

The Department shall reimburse the Resultant Contractor at the same assessment rate when:

- The client consents to an assessment;
- A face-to-face interview is conducted; and
- The client is determined to be ineligible or inappropriate for community placement.

The Department shall reimburse the Resultant Contractor for a status review conducted on a hospitalized client or a client admitted to a nursing facility for a short-term placement. The status review rate shall be 33% of the Resultant Contractor's assessment rate.

The Department shall reimburse the Resultant Contractor for annual reassessments of only self-directed or private assisted living clients when requested to do so by the Department. The reassessment rate shall be 75% of the Resultant Contractor's assessment rate.

2.10.2 Community Based Services

The Department shall authorize all initial delivery of community-based services prior to the delivery of the service. This includes Care Management services provided to Medicaid and

State-Funded clients as well as home health services provided to State-Funded clients. The services shall be specified in the client's plan of care to receive Department authorization.

The Resultant Contractor shall maintain documentation of the authorization for community-based services in the client records. The Resultant Contractor shall use the CHCP Provider Service Authorization form to authorized services provided by home and community based direct service providers. The Resultant Contractor is responsible for forwarding a copy of the signed form to the home and community based direct service provider. This process may be completed electronically in lieu of a paper process.

The CHCP Provider Service Authorizations shall be consistent with the approved costs and services in the plan of care for the client.

Direct service providers shall not change the plan of care without approval from the Resultant Contractor. Changes and approvals shall be recorded in the case record and conform to all program requirements.

The Department requires prior authorization for a status review for any client served under the Self-Directed portion of the CHCP. The Resultant Contractor shall receive authorization from the Department prior to reinstating Care Management.

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Maintain all client files with current and updated service authorizations as needed;
2) Ensure that billed services are provided in accordance with all program requirements. The Department will not pay for services that do not meet program requirements;
3) Maintain a file of the CHCP Provider Service Authorizations by service providers;
4) Maintain a process for an electronic system of providing service authorizations to all service providers;
5) Ensure readiness to have authorized services entered into the Department Medicaid Management Information System (MMIS) Contractors' portal so that direct service providers may bill the MMIS for services authorized by the Care Manager; and
6) Care Manager or designee will enter the care plan into the MMIS portal as follows:
    a) Dates of Service (authorized time span, begin-end dates);
    b) Agency-Provider number;
    c) Service-Procedure code;
    d) Hours-Units; and
    e) Frequency (for example, once a week)

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will adhere to the Resultant Contractor Requirements-Community-Based Services Authorization Process, as described in 2.10.2.a.

2.11 CARE MANAGEMENT

Care Management services include those activities that involve the implementation, coordination, monitoring and reassessment of a community-based plan of care. Care Management is a person-centered service that respects consumer rights, values and preferences. Care Management services assist the client in meeting their home care needs, monitors service delivery and the quality of services provided, monitors client satisfaction, and uses available resources effectively and efficiently. Individuals who conduct Care Management activities are referred to as "Care Managers."

2.11.1. CHCP Care Manager and Care Manager Supervisor

The Resultant Contractor will need to employ qualified Care Managers to conduct Care Management services to CHCP clients, and Care Manager Supervisors to ensure high quality Care Management services and strict adherence to the Department's policies and procedures. The Resultant Contractor is responsible for employing Care Managers sufficient to meet the needs of the clients and estimated caseloads of the service area.

a. Qualifications of Care Managers and Care Manager Supervisors - Resultant Contractor Requirements - The Resultant Contractor shall employ Care Managers and Care Manager Supervisors that meet or exceed the following requirements:

1) A Care Manager shall be either a registered nurse licensed in the State of Connecticut or a social worker who is a graduate of a four (4) year college or university;
2) A Care Manager shall have a minimum of two (2) years of experience in health care or human services. A bachelor's degree in nursing, health, social work, gerontology or a related field may be substituted for one (1) year of experience;
3) A Care Manager shall have the following additional qualifications:
    a) Demonstrated interviewing skills, which include the professional judgment to probe as necessary to uncover underlying concerns of the applicant;
    b) Demonstrated ability to establish and maintain compassionate and supportive relationships;
    c) Experience conducting social and health assessments;
    d) Knowledge of human behavior, family/caregiver dynamics, human development and disability;
    e) Awareness of community resources and services;
    f) The ability to understand and apply complex service reimbursement issues;
    g) The ability to evaluate, negotiate and plan for the costs of care options; and
    h) Demonstrate skills in person centered approach to care plan development.
4) A Care Manager Supervisor shall meet all of the qualifications of a Care Manager plus have demonstrated supervisory ability and at least one (1) year of specific experience in conducting assessments, developing care plans and monitoring home and community based services.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Provide the current number of Care Managers employed by the Respondent and describe the Respondent's strategy to obtain and employ throughout the term of the contract an adequate numbers of Care Managers to conduct the client assessments and Care Management activities as described in this RFP;

2) Propose a Care Manager to client ratio, identify the number of qualified staff currently employed, the number of qualified staff the Respondent will need to recruit, the anticipated turnover rate and the strategy(ies) to recruit and maintain qualified Care Managers and Care Manager Supervisors throughout the term of the contract; and

3) Describe the process by which the Respondent will select Care Managers/ Care Manager Supervisors including the steps that the Respondent will take to confirm an applicant meets the requirements.

2.12. Orientation, Training and Supervision

The Resultant Contractor shall be responsible for providing adequate orientation and training to new employees, appropriate and ongoing in-service training programs for existing staff and adequate supervision of staff to ensure adherence to CHCP policies and procedures.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Ensure that Care Managers and other appropriate staff are appropriately trained and supervised:

   a) Provide or arrange for orientation, initial and ongoing training for Care Managers, Care Management supervisors and other appropriate staff;

      i. Care Managers' and Care Manager Supervisors' orientation and training should, at a minimum, encompass CHCP policy and procedures including the correct completion and submittal of program forms, use of the assessment tool, person centered approach to care plan development and negotiated risk;

   b) Provide for adequate and appropriate supervision and clinical consultation;

      i. Care Managers with a social service background shall have nursing staff available for consultation during normal business hours; and

      ii. Care Managers with a nursing background shall have social service staff available for consultation during normal business hours.

   c) Employ Care Manager Supervisors to oversee care mangers adherence to CHCP policies, procedures and overall quality of Care Management services.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose an orientation and training program for newly hired staff with special attention given to the orientation and training of Care Managers and Care Manager Supervisors;

2) Describe the Respondent's plan to implement and maintain an ongoing in-service training program for professional staff to ensure that staff understands the CHCP purposes and that CHCP policies and procedures are implemented;

3) Propose a Care Manager Supervisor to Care Manager ratio and provide a rationale for the proposed ratio. Describe the specific responsibilities of the Care Manager Supervisor; and

4) Describe a ratio of support staff to Care Managers who assist with the Care Management functions.

2.13. Care Management Services

a. Resultant Contractor Requirements - The Resultant Contractor shall employ Care Managers who conduct quality Care Management services that meet or exceed the following specified requirements. The Resultant Contractor's Care Managers shall:

1) Be the primary contact with the client and the client's family unless other arrangements are specified in the plan of care;

2) Cooperate with the client's legal representatives or other individuals for which consent has been given by the client or client's representative;

3) Provide client advocacy, crisis intervention, and referral services to the client and the client's family;

4) Provide program information that explains the options under the programs and answers client questions;

5) Direct efforts to maximize the potential of the informal support system and encourage better community independent living capability;

6) Conduct initial assessments, reassessments, reevaluations and status reviews that adhere to the principles of person centered approach to care plan development and negotiated risk;

7) Assist the client with the completion and submittal of any required forms including but not limited to DSS' CHCP Special Eligibility Determination Document;

8) Conduct Care Management activities only after the completion of the initial comprehensive assessment and development of the plan of care;

9) Authorize the start of service delivery for enrolled service providers;

10) Ensure the timely discontinuance of a service(s) when appropriate;

11) Collaborate with and involve all providers that serve a particular client at all points of the Care Management process;

12) Coordinate the delivery of all services in the plan of care regardless of the provider or source of reimbursement, if any, to avoid duplication and overlapping of services, to monitor service quality and quantity, and to maintain the informal network;

13) Develop working relationships with nursing facilities and/or hospitals to develop policies and procedures in order to access necessary information (such as facility or hospital records) as allowed under federal regulation (e.g. HIPAA);

14) Document Care Management in the plan of care and all CHCP activities in the client's record;

15) Provide Care Management only to people who are not living in an institutional setting such as a hospital or nursing facility unless they are institutionalized for respite care;

16) Ensure that community based services are not continued during a period of institutionalization unless transition services are subsequently authorized;

17) Ensure Care Management is not provided to people living in an institutional setting unless they are there for respite care;

18) Provide information and service referral or access to appropriate resources on a 24 hour per day basis, including responding to emergencies;

19) Work collaboratively with the Department's Protective Services for the Elderly (PSE) Program to report suspected abuse, neglect, exploitation and/or abandonment of CHCP participants; and

20) Adhere to all requirements set forth in DSS' CHCP Guidelines for Coordination Between the Protective Services for the Elderly (PSE) Program, the Connecticut Home Care Program for Elders (CHCPE), the Alternate Care Unit (ACU), the Contracted Access Agencies (AAs), and the Contracted Assisted Living Service Agencies (ALSAs).

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will be able to satisfactorily ensure adherence to the Resultant Contractor's requirements for conducting the Care Management Services as described in Section 2.13.a.

2.14. Clinical Client Record

a. Resultant Contractor Requirements - The Resultant Contractor shall maintain a written or electronic clinical client record for each care managed client adhering to the following requirements:

1) All Care Management activities shall be documented in the client record. The client record shall include the following documents completed with all requested information:

   a) DSS' CHCP Record Face Sheet;

   b) Initial Modified Community Care Assessment tool or another assessment tool as directed by the Department and a copy of the associated CHCP Assessment/ Revaluation/Status Review Outcome Form;

   c) Modified Community Care Assessment tool or another assessment tool as directed by the Department for each reassessment and the associated CHCP Assessment/ Revaluation/Status Review Outcome Form;

   d) Client Goals Worksheet;

      i. Goals shall be client centered;

      ii. Goals shall specifically address all activities of daily living and independent activities of daily living needs identified by the most recent CHCP Modified Community Care Assessment tool or another assessment tool as directed by the Department and/or changes in the client's status; and

      iii. Goals shall be measurable.

   e) Assessment Profile or Problem List;

i. List that presents an inventory of all of the client's functional and cognitive impairment(s) and needs as identified in the most recent "Modified Assessment Tool".

f) CHCP Alternate Care Unit Progress Notes;

g) Signed CHCP Informed Consent form;

h) CHCP Special Eligibility Determination Document for State-Funded clients only;

i) Uniform Client Care Plan;

j) CHCP Care Plan Cost Worksheet;

k) Provider Service Authorizations;

l) Checklist to Authorize Care Management;

m) Social Service Provider Reports for homemaker, companion, and adult day care services;

n) Prior Authorizations (if applicable);

o) Current CHCP Applied Income Worksheet;

p) Any communication documents relevant to the client;

q) Current and signed Client Applied Income Contribution Agreement if applicable;

r) Signed CHCP Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form if applicable;

s) CHCP Notification of Delay of Assessment if applicable; and

t) Any other forms or documentation required by the Department.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the process through which the Respondent will ensure that throughout the term of the contract, a written or electronic clinical client record for each care managed client will be maintained containing all required documentation as described in Section 2.14.a.

2.15 . Confidentiality and Safeguarding of Client Information

The Resultant Contractor shall be responsible for protecting CHCP client confidentiality and implementing client information safeguards.

a. Resultant Contractor Requirements - The Resultant Contractor shall

1) Maintain the confidentiality of all client case records;

2) Implement a confidentiality policy;

3) Provide the Department, its designees and/or the federal government access to client case records;

4) Require written consent by the client to release medical information to other providers;

5) Develop a standard release form;

6) Obtain the Department's written approval in advance for all other CHCP case records releases; and

7) Conduct all other release activity in accordance with written policy on the protection and release of information as specified in the Federal and State Regulations (e.g. HIPAA).

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Provide a copy of the Respondent's confidentiality policies and procedures for protecting client records in Section IV. H. Appendices, as **Appendix 5;** and

2) Include a proposed release form.

2.16. Client Monitoring

The Resultant Contractor shall conduct Care Management services that include conducting and adequately documenting in the client record, monitoring activities for each care managed client. Monitoring activities involve the ongoing oversight of all aspects of a client's participation in the CHCP.

a. Resultant Contractor Requirements - When conducting Care Management monitoring activities the Resultant Contractor shall:

1) Conduct and document monthly contacts with the client, client's representative or provider by telephone or by a home visit, depending upon the client's needs. Monthly contacts shall:

   a) Verify that services specified in the plan of care meet current needs of the client;

   b) Verify that services are being provided as specified in the plan of care;

   c) Verify that the plan of care remains within the CHCP cost limits;

   d) Verify client/family satisfaction with services;

   e) Verify that client goals remain appropriate and revise client goals if appropriate;

   f) Identify the existence of potential problem(s) relating to the client's health, safety and/or any aspect of the client's participation in the CHCP and implement corrective action(s) if warranted;

   g) Verify that the corrective action for an identified problem(s) is effective;

   h) Verify that the informal support system remains active and provides the assistance noted on the plan of care; and

   i) Verify that client needs, values and preferences are included in the monitoring process.

2) Conduct and document client face-to-face visits six (6) months from the month of initial assessment or last reassessment to determine the appropriateness of the service plan and to assess changes in the client's condition. The six (6) month visit shall, at a minimum:

   a) Verify that the services specified in the plan of care are appropriate and meet current needs of the client;

   b) Verify that services are being provided as specified in the plan of care;

c) Verify the plan of care remains within the CHCP cost limits;

d) Verify client/family satisfaction with services;

e) Verify that client goals remain appropriate, document the status of the progress toward those goals, and revise client goals if appropriate;

f) Identify the existence of potential problem(s) relating to the client's health, safety and/or any aspect of the client's participation in the CHCP and implement corrective action(s) if warranted;

g) Verify that the corrective action for an identified problem(s) is effective;

h) Verify that the informal support system remains active and provides the assistance noted in the plan of care;

i) Complete and maintain in the client record an updated Checklist to Authorize Care Management for the first home visit following the initial assessment; and

j) Respond to changes in client needs as they occur by making appropriate changes in the type, frequency, cost or provider of services needed for the client to remain safely in the community within the limitations of service availability.

3) Request a change of category, when appropriate, adhering to the CHCP Paper Work for Changes in Category Levels when appropriate. Upon Department approval of the category change, the Care Manager shall:

a) Ensure that the client has a plan of care reflecting any changes in services;

b) Ensure that the client's and Care Manager's signature is on the current plan of care;

c) Ensure that the client's signature is on a new CHCP Client Applied Income Contribution Agreement or if the applied income amount has changed due to the client's program status change; and

d) Adhere to the CHCP Paper Work for Changes in Category Levels.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent shall conduct and document client monitoring activities that satisfactorily comply with the Resultant Contractor's requirements as described in Section 2.16.a.

2.17. Client Discontinuance From CHCP Services

Discontinuance from the CHCP is the sole authority of the Department. The Resultant Contractor cannot discharge a CHCP client prior to receiving written approval from the Department.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Conduct and document client discontinuance activities in accordance with established Department procedure;

2) Recommend to the Department CHCP discontinuance of services when appropriate. Circumstances in which discontinuation of services may been recommended include, but are not limited to:

a) The client voluntarily chooses not to participate;

b) The client is no longer a resident of the State of Connecticut;

c) The client is no longer functionally eligible;

d) The client is no longer financially eligible;

e) The client is institutionalized for more than ninety (90) days;

f) The client enters a nursing facility and does not intend to return to the community;

g) The lack of available services to meet the client's needs;

h) The cost of the plan of care exceeds the Department's established cost limits;

i) The client entered a nursing facility;

j) The client does not comply with the mandatory fee agreement;

k) The client fails to comply with the mandatory Medicaid requirement; and

l) The death of a client.

3) Initiate the Department's approval process for the discontinuance of services by completing and submitting to the ACU Clinical Staff DSS CHCP Discontinuance Recommendation form within one (1) working day of obtaining information that there is a Department recognized reason to discontinue a client;

4) Complete and maintain in the client record DSS CHCP Potential Discharge Recommendation Due to Non-Payment of Client Contribution form;

5) When services are being discontinued due to the client's or client representative's request, obtain the request for discontinuance in writing from the client or client representative. If the client or client representative refuses to provide the request in writing, the Resultant Contractor shall document in the client record the date the verbal request was made;

6) Document in the client record that the client and/or client representative is informed of the plan to discontinue services, the reason(s) for the discontinuance, and the client's right to appeal;

7) Provide pre-discontinuance planning to the client, provider agencies and all other sources of service; and

8) Upon receiving Department approval for a client's discontinuance from the CHCP, make sure that all providers are notified in a timely manner that services are to be discontinued.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the Respondent's process to conduct and document client discontinuances from the CHCP. The process shall satisfactorily comply with the Resultant Contractor's requirements as described in Section 2.17.a.

2.18. Plan of Care

A plan of care is a written individualized plan of home care services. The plan of care specifies the type and frequency of all services required to maintain the individual in the community and

is based on the participant needs, values and choices. The plan of care names each service provider and the associated cost of the service regardless of the payment source or whether or not there is an actual charge for the service. A back-up plan is included on the plan of care when a client's health and/or safety would be jeopardized if a disruption in services were to occurs.

The Resultant Contractor's Care Managers are responsible for the development and monitoring of clients plans of care. The Department shall review all initial plans of care and care plan cost worksheets to determine the appropriateness of services and to assure that the plan of care is complete and within Department plan of care cost limits.

a. Resultant Contractor Requirements - The Resultant Contractor shall develop and monitor individualized plans of care adhering to the following requirements:

1) Plan of Care Format and Content

   a) Use the DSS CHCP Uniform Client Care Plan format and content as the standard design for individual plans of care;

   b) Plans of care shall have at least one (1) CHCP covered service;

   c) Care plans shall be complete, dated, and signed by the Care Manager and the client or the client representative at initial assessment, at each reassessment and any time there is a significant revision to the plan of care;

   d) Use new care plan forms for care plans developed at reassessments and any time significant changes have been made to the care plan;

   e) Document all formal and informal home care services regardless of the provider, source of reimbursement or whether the services are compensated or uncompensated;

   f) Specify the frequency, type of service(s), and monthly cost of service. (Services expressed in weeks on the plan of care are multiplied by 4.3 to ascertain the monthly units. The monthly units multiplied by the rate per unit equals the monthly cost of the service.);

   g) Reflect all client need(s) identified and documented on the most recent DSS' CHCP Modified Community Care Assessment tool or another assessment tool as directed by the Department; and

   h) Document Care Management on the plan of care.

   i) Care Manager or other Resultant Contractor staff will enter the care plan as follows into a web portal created by the MMIS Contractor against which all service providers will submit claims directly to the MMIS. Required Data Elements include:

      i. Dates of Service (authorized time span, begin-end dates);

      ii. Agency-Provider number;

      iii. Service-Procedure code;

      iv. Hours-Units;

      v. Frequency (for example, once per week).

2) Development of Plan of Care

a) Confirm that a cost effective plan of care that meets the individual's home care needs can be developed;

b) When the client agrees, utilize the least costly provider when a choice of providers of the same community based service with the same quality of service is available;

c) Assist the client in selecting the most appropriate services to meet the individual's needs offering a choice of providers;

d) Plan services in close cooperation with the family and other involved members of the informal support system. The program applicant shall have the opportunity to be involved in and informed about the process, concerns and decisions throughout his/her program participation and be involved, to the extent possible, in the entire process;

e) Document the factors and rationale that allow an acceptable level of risk; and

f) Establish and ensure an appropriate, non-duplicative or overlapping service mix:

g) Plans of care shall not unnecessarily provide similar services at the same time, such as the overlapping of companion and homemaker services;

h) Collaborate with other health care professionals providing services to the client to avoid duplication and to obtain input regarding the development of the plan of care;

i) Review the plan of care and determine whether or not there is the need for a back-up plan for each service listed on the plan of care. A back-up plan is required for all CHCP clients whose day and/or time of service(s) are necessary to ensure the client's health and/or safety:

   i. Evaluate each service in the plan of care to determine whether the schedule may vary without risk to the client;

   ii. Review for the need of a back-up plan:

   iii. At the time of initial assessment;

   iv. At the time of reassessment;

   v. At any time the client's status changes to the extent that a back-up plan becomes necessary or is no longer necessary;

   vi. Document in the plan of care the review for the need of a back-up plan and the results of that review;

   vii. Note the back-up plan in the plan of care and include:

      (1) The specificity of day and/or time needed to ensure the client's health and safety;

      (2) The identification of a specific individual as the back-up and the individual's contact information; and

      (3) Notify the provider(s) when a client's health and/or safety are jeopardized if services are either not delivered or not delivered at the day and/or time indicated on the plan of care.

j) Submit to the Department a copy of the initial plan of care and upon request any subsequent plans of care;

k) Ensure that the client is given a copy of the and most current care plan signed and dated by both the client and Care Manager;

l) Establish and monitor that the plan of care does not exceed the cost limits established by the Department for each category of service;

m) Obtain the Department's authorization for all home care services for elders under the CHCP prior to the delivery of the service(s);

n) For PCA services, complete the PCA Cost Neutrality worksheet form W-1535 and the Supervisory Review for Justification of Overnight or Live-In PCA Services W-1532; and

o) For PCA services when the provider is a family member, utilize the W-1547 memorandum to explain why the utilization of a family member is in the best interest of the participant.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will implement a quality assurance procedure to ensure that clients' plans of care will adhere to the requirements listed above in 2.18.a;

2) Describe how the Respondent will determine if a cost effective plan of care that meets the individual's home care needs can be developed;

3) Describe how the Respondent will afford the client and the client's family the opportunity to be involved in the decisions regarding the client's participation on the CHCP;

4) Propose a procedure that will result in a thorough exploration and utilization of all available services and funding sources resulting in the Department being the payer of last resort for community based services;

5) Describe the Respondent's plan to document price comparisons;

6) Describe how the Respondent will ensure plans of care are non-duplicative and do not provide an overlapping service mix;

7) Describe how the Respondent will ensure review of the client's plan of care for the need of a back-up plan, how the Respondent will ensure that the required information for back-up plans is documented in the plan of care and how the Respondent will work with performing providers to ensure the implementation of the back-up plan when necessary; and

8) Describe how the Respondent will ensure all requirements for the utilization of PCA service are met.

2.19. Exploration of Resources-Department as Payer of Last Resort

The Resultant Contractor shall be responsible for ensuring that there is no other existing resource available to pay for a service in a CHCP client's plan of care. The Department is always the payer of last resort for all services listed on the plan of care. The Resultant Contractor shall conduct a thorough exploration of all available services and funding sources. Potential alternative resources include, but are not limited to, Medicare, other third party payers, nonprofit organizations and foundations.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Ensure that the Department is always the payer of last resort by:
   a) Exploring and utilizing all alternative sources of community support that are available through local and statewide organizations, and the client's family and neighborhood;
   b) Informing and referring clients to all appropriate and available sources of assistance including Medicare and other third party payers;
   c) Providing client assistance with accessing alternative resources by obtaining and completing applications;
   d) Approaching local and State government agencies for available services and funding only after the Resultant Contractor has accessed all available alternative sources of support; and
   e) Providing the Department with information on alternative supports explored and utilized that resulted in the Department being the payer of last resort.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will identify alternative supports and funding sources other than DSS resources; and
2) Propose a method to monitor Care Managers' effectiveness in identifying and securing alternative supports and funding sources when developing plans of care.

2.20. Cost Limits on Individual Plans of Care by Category of Service

Plans of care costs shall be within the limits related to the applicant or program participant's category of service. All state administered costs for home care services shall be counted, including Medicaid, State funds, Older Americans Act Funds (Title III funds) and Social Service Block Grants services funded by Medicare (Title 18). An individual's private third party insurance (for example, Anthem/ Blue Cross), and/or services the client pays for that are beyond the client's required contribution, if applicable, are not included when determining the care plan cost.

The cost limits on individual plans of care by category are:

- Category 1 Services may be authorized for up to twenty-five percent (25%) of the weighted average nursing facility facility cost for individuals;
- Category 2 Services may be authorized for up to fifty percent (50%) of the weighted average nursing facility facility cost for individuals;
- Category 3 Services, in order to ensure cost effectiveness, cannot exceed one hundred percent (100%) of the weighted average Medicaid cost of a nursing facility;
- Category 4 (CHCPD) Services may be authorized for up to fifty percent (50%) of the weighted average nursing facility facility cost for individuals; and
- Category 5 (1915i State Plan Home and Community Based Services) do not have a specific cost limit. Instead some services have specific limits such as a limit on the number of hours per week for PCA and Homemaker Services.

For Category 3 clients, the cost of non-medical or social services shall not exceed sixty percent (60%) of the weighted average Medicaid cost of a nursing facility. Non-medical or social services are Care Management, homemaker, companion, personal emergency response system, home delivered meals, non-medical transportation, adult day health, chore, mental health counseling, and respite care.

a. Resultant Contractor Requirements - The Resultant Contractor shall develop, monitor, and be responsible for individual plans of care adhering to the Department's plan of care cost limits:

1) Complete the CHCP Care Plan Cost Worksheet to determine the monthly or annual cost of services identified in the plan of care and ensure plan of care costs are at or below the allowed amount;

2) Prepare annualized care plan costs when a plan of care requires home care services whose monthly cost in State administered public funds temporarily exceeds the category of service cost limit:

   a) Costs shall be projected over a twelve-month period. If the projected annualized cost falls within the category cost limit, the Department may accept the care plan;

   b) Prior authorization shall be obtained from the Department before implementing a plan of care for which the cost has been annualized;

   c) Annualized costs shall be determined prospectively not retrospectively;

   d) The specific service and the length of time the service needs to be increased shall be identified and documented;

   e) The reduction in the annualized service cannot compromise the applicant's or program participant's safety over the expected period of annualization;

   f) The period of annualization cannot exceed twelve (12) months; and

   g) A plan of care cost limit exception cannot be made once an annualization has already been approved.

3) If an applicant's or program participant's annualized care plan costs still exceeds the cost limits, the Care Manager may request, in writing, an administrative exception on behalf of the applicant or program participant. Administrative exceptions are granted only in cases of extreme hardship. Such approvals shall be time limited and are never granted for plan of care costs that exceed one hundred percent (100%) of the weighted average Medicaid cost of a nursing facility;

4) If a program applicant's or program participant's plan of care cost exceeds the cost limits, the client and/or family has the option of paying the difference between the limit and the care plan cost;

5) If the Resultant Contractor does not have information on the actual cost of services on the plan of care being paid for by other state administered programs, the Resultant Contractor shall estimate the cost based upon payments made for similar services;

6) If the rate(s) for a home care service covered by the CHCP is increased, decreased or otherwise modified, the Resultant Contractor shall update the plans of care to reflect those changes at the next scheduled monthly monitoring activity or at the six (6) month visit (whichever occurs first) following receipt of the new and/or modified rate(s). The

Resultant Contractor and other providers will be liable for costs in excess of the cost limit following that transition period unless the plan of care is under appeal or the Department grants an administrative exception; and

7) The costs of any program participant services that were implemented prior to July 1, 1992 that now exceed the current cost limits shall be retained at the same rate in the participant's current plan of care.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will ensure that individual plans of care adhere, at all times, to the Department's plan of care cost limits.

2.21. Self-Directed Care

Self-Directed Care is designed to enable the CHCP clients to assume responsibility for their homecare services. The Self-Directed Care program option allows individuals to receive home care services without the ongoing intervention of a Care Manager from the Resultant Contractor. Refer to the following hyperlink, W-203. Self-Directed Care is offered to the clients and/or the client's family when the client's situation is conducive to working directly with the provider agency(ies) to coordinate and monitor the client's care. Individuals shall be CHCP participants for six (6) months before the Self-Directed Care option can be offered. In the case of extenuating circumstances, the Manager of the Alternate Care Unit may grant administrative exceptions to this requirement. Appropriate individuals for Self-Directed Care are identified and referred to the Department by the Resultant Contractor. Although the Resultant Contractor is not providing Care Management services to Self-Directed Care clients, the Resultant Contractor may still be required to process claims for the CHCP client services.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) At the time of reassessment, or any time after the client has been a participant for six (6) months or more, identify and refer to the Department CHCP clients appropriate for Self-Directed Care. Clients are considered to be appropriate when:

   a) Their functional and cognitive status has been determined to be stable including when there are chronic health problems but the conditions are stable and do not require involvement by the Care Manager;

   b) The client and/or the client's representative is able to assume responsibility for coordinating and monitoring services;

   c) The client and/or the client's representative is amicable to choosing the Self-Directed Care option; and

   d) The plan of care is stable not requiring changes in the service plan.

2) Adhere to the Department's procedures for referring clients to Self-Directed Care as described in CHCP Self-Directed Care - How It Works.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose a procedure the Respondent will use to ensure that appropriate CHCP clients will be referred for Self-Directed Care; and

2) Describe how the Respondent will evaluate the effectiveness of the proposed procedure to ensure appropriate referrals for Self-Directed Care.

2.22. Hearings and Appeals

The applicant or client may appeal DSS or Resultant Contractor decisions. Appeals and requests for reconsideration shall be addressed to the Department when the matters are not resolved in a timely manner to the satisfaction of all parties. It is the responsibility of the Resultant Contractor to ensure that the client and/or the client's representative are provided with appropriate written material(s) noting the client's right to grieve and appeal and the steps involved with each process.

DSS or Resultant Contractor decisions that may be appealed are:

- Level of care determination (appealed directly to the Department);
- Denial of assessment (appealed directly to the Department);
- Denial of home care upon completion of the assessment and plan of care development (initial appeal to the Resultant Contractor);
- Content of the plan of care including type and frequency of service(s) anddesignated provider (Initial appeal to the Resultant Contractor);
- Provision of community based services such as dissatisfaction with a provider (Initial appeal to the Resultant Contractor); and
- Client applied income.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Have a written grievance and appeals procedure, approved by the Department that governs the grievance decisions made by the Resultant Contractor under the CHCP;
2) Provide the client and/or the client's representative appropriate written materials describing the Resultant Contractor grievance process;
3) Provide written information to all applicants and clients regarding the right to appeal any decision that adversely affects them both at the initial assessment and at any time the Resultant Contractor takes an adverse action against the client;
4) Have a written procedure approved by the Department for providing applicants and clients the opportunity to appeal. The appeal process shall include at a minimum the following provisions:
    a) Notification of all applicants and clients of their appeal rights according to DSS policy;
    b) A requirement that appeals be submitted in writing to the Resultant Contractor or the Department as applicable;
    c) A procedure for determining whether the appeal has merit based on program regulations;
    d) A procedure for correcting errors in cases where the appeal is ruled to be justified;
    e) A procedure for negotiating disputes; and

f) The right of a client to further appeal CHCP related decisions through the DSS fair hearing process, if the Resultant Contractor does not resolve the grievance.

5) Provide the client and/or the client's representative appropriate written materials describing the appeal process;

6) Document in the client record:

a) The Resultant Contractor's verbal review of the client's grievance and appeal rights;

b) The client's or the client's representative's receipt of written description of the grievance and appeals process; and

c) The client's or the client's representative's acknowledgement of understanding the client's grievance and appeal rights;

7) Act on behalf of the Department regarding client grievances and appeals;

a) Attend hearings at the request of the Department;

b) Document all grievances filed and their outcomes; and

c) Assist the Department in the preparation of summaries for Fair Hearings when an appeal is made to DSS including conducting a client reevaluation upon Department request.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed grievance and appeals procedure that meets or exceeds the Resultant Contractor Requirements identified above;

2) Describe the process by which the Respondent will document client notification and understanding of the right to grieve and appeal; and

3) Describe how the Respondent will monitor compliance with the requirements for client grievance and appeals as described above. Include a methodology to identify, remediate and improve compliance.

2.23. Direct Service Providers

The Resultant Contractor is responsible for forming working relationships with service providers that provide direct services to program participants. The Resultant Contractor can only authorize services to be provided by service providers that meet all program requirements for providers as set forth in this RFP. The Resultant Contractor is responsible for monitoring the quality of services provided to program participants and that services are provided as stipulated in the client's plan of care.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Authorize services to be provided by providers who are enrolled with the Department as CHCP Providers; and

2) Ensure that all providers performing services to program recipients are approved Medicaid providers.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe a process to ensure that all providers of services are enrolled with the Department as providers for program participants. Providers shall use the fiscal intermediary's web portal at www.ctdssmap.com for provider enrollment; follow all Department provider enrollment procedures; and comply with Quality Assurance requests for verification of information. Applicants may be presented with a Follow On Document which lists additional documentation is required in order for a provider enrollment/re-enrollment application to be considered complete. Providers shall enroll in the appropriate taxonomy/provider type/specialty to ensure accurate billing and reimbursement rates. A full list of taxonomies/provider types/provider specialties can be found at www.ctdssmap.com by clicking on Information, then Publications.

2.24. Client Contribution

CHCPE and potentially CHCPD clients are required to contribute to the cost of their program services when the client's income exceeds an amount established by the Department. This is referred to as an "applied income." Clients are required to contribute when the following conditions are met:

Medicaid Clients

The contribution of individuals whose services are funded by Medicaid will be an "applied income" amount calculated by DSS. The DSS Regional Office determines the exact amount of an individual's applied income. The DSS Regional Office is responsible for all financial matters related to Medicaid eligibility. The Department allows participants to protect an amount equal to 200% of the federal poverty level. This means that clients with income at or below that amount whose services are funded by Medicaid will have no contribution.

State-Funded Clients

The contribution of clients whose services are State-Funded is established by the Department based on the applicants' income and medical expenses. The basis for the methodology is set forth in the CHCPE statute and program regulations and allows the participant to protect income up to 200% of the federal poverty level. Care Managers are to complete the Department's CHCP Applied Income Worksheet (W-1523) and provide it to the Department for review and determination of the final applied income amount.

Additionally non Medicaid State-Funded CHCP participants are required by statute to contribute to the cost of their total plan of care. This amount may periodically be changed as part of the State's budget process. Currently, the cost-share is 7% of the cost of the service plan.

a. Resultant Contractor Requirements

The Resultant Contractor is responsible for explaining the client cost contribution requirements or cost sharing requirements to clients and completing and submitting the financial information and a CHCP Applied Income Worksheet, to the Department. When the Department determines that an applied income is required, the Resultant Contractor is responsible for explaining the amount of the applied income to the client and/or client's legal representative, obtaining a signed and dated Client Applied Income Contribution Agreement or Cost Sharing Agreement and forwarding a copy to the Fiscal Intermediary responsible for collecting the applied income and/or cost share. The applied income and cost share contributions will be collected by the Department's Fiscal Intermediary. It is the responsibility of the Resultant Contractor to provide signed copies of both applied income and cost sharing agreements to the Department's fiscal intermediary in a timely manner.

The Resultant Contractor shall:

1) Educate the client and/or the client's legal representative about the CHCP client applied income and/or cost sharing requirements;
2) Complete a CHCP Applied Income Worksheet and submit to the Department when an applied income appears applicable;
3) Complete a CHCP Client Applied Income Contribution Agreement when applicable for clients whose services are State-Funded and submit to the Department;
4) Ensure that the client and/or the client's legal representative understands the amount the individual is required to contribute before the individual makes a decision to accept services;
5) Document the client's or the client's legal representative's agreement to the contribution, prior to the receipt of services, by obtaining a signed DSS' CHCP Client Applied Income Contribution Agreement or Cost Sharing Agreement;
6) Forward copies of the Client Applied Income Contribution Agreement or Cost Sharing Agreement to the Fiscal Intermediary responsible for collecting the applied income and cost sharing contributions. Maintain copies of the client's signed statement and written notices; and
7) Complete and submit to the Department, on an annual basis, an Applied Income Worksheet for clients whose services are State-Funded, and the Cost Sharing Agreement for State-Funded Clients. The amount of an individual's contribution to the cost of care shall be recalculated every year at the same time that the individual's financial eligibility is re-determined. DSS will re-determine the applied income amount for all other clients.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Describe the Respondent's proposed methodology to meet or exceed the Resultant Contractor Requirements for compliance with the program's applied income and cost sharing requirements; and

b) Describe the methodology for communicating applied income and cost sharing information to the Department's fiscal intermediary in a timely manner.

2.25. Notice of liability to Applicant or Recipient of Care or Legally Liable Relative

The State of Connecticut has the authority to recover money from a CHCP client or a legally liable relative for the cost of the State-Funded services received under the CHCP. The Department is required to provide notice to all applicants and/or recipients of services of the State's right to recover. DSS' CHCP Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form is the method the Department uses to document that the applicant and/or client's legal representative has been properly notified that the State may require a legally liable relative (LLR) to reimburse the State for the cost of the CHCP services.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Educate clients whose services are State-Funded and/or their legal representatives, that the client's spouse may be considered a legally liable relative (LLR);

2) Educate State-Funded clients and/or their legal representatives that a LLR may also be required to contribute to the cost of care if the income of the client's community spouse exceeds the allowed amount;

3) Obtain and submit to the Department a signed CHCP Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form prior to the client's acceptance of services; and

4) Inform the client and/or the client's legal representative whether or not the Department has determined that the client's spouse is considered to be a legally liable relative.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's methodology to provide the Department with assurances that the client understands and agrees to contribute the amount the client and/or the client's spouse is required to contribute before the client makes a decision to accept community based services; and

2) Describe the Respondent's plan to maintain specific data for each client regarding the amount of contribution paid and copies of the client's signed agreement and written notices.

2.26. Waiting List

The State-Funded CHCPE and CHCPD portions of the program are subject to availability of funds. The portion of the program funded under the federal Medicaid 1915i waiver is subject to continued approval of the waiver, and to any limits on expenditures or the number of persons who can be served under the waiver application.

The number of persons admitted to the program may be limited when the state appropriation or the limits under the federal Medicaid 1915i waiver are insufficient to provide services to all eligible persons. The Department may establish a waiting list when these limits are reached. The Department shall serve applicants that meet all program requirements from the waiting list. The selection from the waiting list will be in the order the applications were received.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Comply with the Department's requirements and procedures for client waiting lists; and

2) Work collaboratively with the Department in the administration of the CHCP client waiting list.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will approach compliance with the Department's requirements and procedures for client waiting lists, as well as the Resultant Contractor Requirements to work collaboratively with the Department to ensure guidelines to the waiting list are secured.

2.27. Quality Assurance Program

The Resultant Contractor shall implement a quality assurance program for monitoring adherence to CHCPE, CHCPD and 1915i policies and procedures including the provision of quality Care Management services. The quality assurance program shall be reviewed and approved by the Department prior to implementation. The quality assurance program shall, at a

minimum, include a review of client records (without client identifiers) by professionals not employed by the Resultant Contractor, supervisory record reviews, the development and implementation of client satisfaction surveys and cooperation with the Department's client record and administrative reviews. The Resultant Contractor shall utilize the system of Critical Incident Reporting to the Department utilizing the form W-1537. The current system of reporting utilizing form W-1537 is a paper based system with the goal of transitioning to an online system of information submission.

2.27.1. Review of Resultant Contractor's CHCP Client Records

The Resultant Contractor shall be is responsible for monitoring adherence to the Department's requirements for maintaining client records including documentation of quality Care Management activities.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Submit to the Department for approval a quality assurance procedure to review the Resultant Contractor's CHCP client records of active program participants that includes:
    a) An explanation of the sampling methodology;
    b) A description of the factors used to determine the appropriate management of a client;
    c) A process to identify and utilize reviewers who are not professionals employed by the Resultant Contractor;
    d) A review for adherence to CHCP requirements for client records;
    e) A review of the appropriateness of the care plan for clients whose care plan cost is less than twenty percent (20%) or greater than eighty-percent (80%) of their category cost cap;
    f) A description of the review process;
    g) A requirement that the Resultant Contractor will:
        i. Review a sample of cases quarterly;
        ii. Conduct an annual review of a minimum of one percent (1%) of active CHCP client records;
        iii. Commit to take effective and appropriate corrective action; and
        iv. Submit an annual report to the Department including the names, titles, and employers of the reviewers, the results of the review and any corrective action(s) taken.
2) Implement the Resultant Contractor's approved procedure for internal client record reviews.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed outline of the quality assurance process and work plan for the development of the proposed quality assurance procedure to review the Resultant Contractors CHCP client records of active program participants that will, at a minimum, meet or exceed the Resultant Contractor Requirements set forth in this RFP;

2) The proposed work plan shall include submission of the process to the Department, the Department's review and approval of the same and following the Department's review and approval, implementation of the process; and

3) Describe the process for identifying records for supervisory review and complying with reporting requirements to the Department.

2.27.2. Monitoring of CHCP Client Satisfaction

The Resultant Contractor shall be responsible for the monitoring of client satisfaction among CHCP participants and implementing appropriate and timely corrective action when indicated. The Contractor will assure the quality of services provided, and assure that the client feels empowered to choose from a full range of services that meet their needs and preferences. The Contractor will assure that the client feels respected in the care planning process, embracing person centered approach to care plan development. The Contractor will encourage client comfort to freely report concerns of retaliation from a provider.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Develop and implement a strategy for measuring client satisfaction with CHCP services among active program participants. The strategy for measuring client satisfaction shall include the use of client surveys that are conducted for new clients within sixty (60) days of admission to the CHCP and randomly thereafter;

2) Conduct random client satisfaction surveys at least annually;

3) Conduct the random client satisfaction process through a randomly selected sample size that shall be at least 15% of the total client population which results in an average reported sampling size of no less than 10% of the total client population per year/per region.

4) Use both telephone and print surveys to gather information;

5) Address all CHCP services, availability of providers and service delivery, intake procedures, and on-going Resultant Contractor contact;

6) Conduct the survey with a client representative when the client is unavailable or unable to participate;

7) Commit to the Department that appropriate and effective corrective action will be taken based on survey results; and

8) Report the Resultant Contractors activities to measure client satisfaction to the Department annually. The report shall:

    1) Provide the specifics of the administration of the survey(s) including:

        i. Number and percentage of the client population who were sent surveys or contacted for survey participation;

        ii. Date(s) survey(s) sent or conducted;

        iii. Methodology used to select survey participants; and

        iv. A copy of the survey instrument.

    2) Provide the results of the survey including:

        i. Number of and percent of surveys completed; and

ii. Results for each question on the survey instrument.

3) Describe any corrective action taken as a result of the surveys; and

4) Demonstrate that the Resultant Contractor is in compliance with DSS' requirements for measuring client satisfaction.

9) Use client satisfaction survey tools approved by the Department that include measures that reflect client experience with care, client choice, quality of life, self-determination, perception of a person centered approach to care plan development and coordination of care; and

10) Following the Department's approval, implement the approved procedure for measuring client satisfaction.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose a procedure for measuring and reporting client satisfaction among CHCP participants that meets or exceeds the Resultant Contract Requirements set forth in this RFP;

2) Describe how the Respondent will conduct remedial activities based on the results of the client satisfaction surveys; and

3) Propose client satisfaction survey tools.

2.27.3. DSS' Client Record and Administrative Review

The Department reserves the right to conduct client record and administrative reviews encompassing an evaluation of the assessment, Care Management, and community based services provided under the program, as well as adherence to CHCP policies and procedures.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Cooperate fully with the Department or its designees with the evaluation including providing access to all requested program forms, records, documents, and reports;

2) Ensure timely reporting of required statistical information to the Department as required to satisfy Medicaid waiver commitments;

3) Take corrective action(s) based on the results of DSS' client record and administrative reviews within an established timeframe deemed appropriate by the Department;

4) Respond, in writing, to the Department's recommendations resulting from the client record and administrative reviews and the corrective action taken by the Resultant Contractor; and

5) Perform internal supervisory record reviews utilizing an audit tool approved by the Department. Report results of the audit in a summary format on a quarterly basis.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the process for meeting or exceeding the Resultant Contractor Requirements for DSS' client record and administration reviews as described in Section 2.27.3.a.

2.28. Protocols for the Transfer of Existing Clients

The Department may, through this competitive procurement, offer the right to negotiate a contract to an organization that is new to the CHCP. In the event that occurs, the Resultant Contractor will be required to work with the Department's current Contractor to transfer the clients from the current Contractor to the Resultant Contractor. Such transfer shall be conducted in accordance with a method and timetable approved by the Department following consultation with the current Contractor and the Resultant Contractor. The Department shall approve the date and methodology of transfer. All costs to the Resultant Contractor for transfers will be included in the per diem rate for Care Management.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Following consultation with the Department and current Contractor, establish and submit for the Department's approval a timetable and methodology for accepting transferring clients;
2) Be required to conduct a face-to-facevisit with each client before the transfer;
3) Ensure continuity of care by employing the same service providers unless otherwise requested by the client or extenuating circumstances exist:
    a) Obtain prior approval from the Department for any changes in service providers;
    b) Upon request of the Department and in a timely manner, submit to the Department and/or any entity designated by the Department the following client information:
        i. Copy of the most recent CHCP Modified Community Care Assessment tool or another assessment tool as directed by the Department;
        ii. Current plan of care and CHCP Care Plan Cost Worksheet;
        iii. Summary Report including but not limited to:
            (1) Recent medical history;
            (2) History of service delivery;
            (3) Current information on the existing informal support system;
            (4) Any outstanding issues that need to be resolved;
            (5) Copy of most recent fee/cost share agreement (if applicable); and
            (6) Copy of the most recent Special Eligibility Determination Document.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose a timetable for accepting clients who will be transferred;
2) Describe how the Respondent will monitor compliance to the requirements for the transferring of clients as described in 2.28.a.; and
3) Describe how the Respondent will remediate and improve compliance if noncompliance occurs.

2.29. General Requirements

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Invoice Care Management services in accordance with Department procedures. Home and community based services and medical services provided to clients are to be billed directly by the enrolled Medicaid provider in accordance with Department procedures;

2) Submit bills to the Department within the time specified for the filing of Medicaid claims of one year. Invoices for Care Management services shall be received within twelve months of the services being delivered or within 12 months of the date a client is granted retroactive eligibility;

3) Invoice for Care Management services provided to each CHCP client. The Department shall reimburse on a two times per month financial cycle. The Department shall pay all valid and proper claims within 30 days after receipt of said claims. A valid and proper bill for services is one that has no defects and requires no additional information for processing;

4) Submit electronic or paper claims to the Department through its contracted fiscal intermediary. Electronic claims are the preferred method of billing. The CMS 1500 Form or other form as designated by the Department shall be used for paper claim submission;

5) Submit the designated form within thirty (30) days; and

6) Submit HIPAA compliant electronic claims when the Resultant Contractor has the computer capability and when authorized in advance to do so by the Department. The Resultant Contractor shall follow all current HIPAA procedures including signed Trading Partner Agreement. DSS' contracted fiscal intermediary will provide the Resultant Contractor with bi-monthly remittance advices that discloses all payments authorized and paid based on the designated forms on each individual client. The remittance advice will also indicate any payments that were processed and denied and the reason(s) for the denial.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the Respondent's plan to document service cancellations and non-utilization of scheduled services.

2.30. Customer Service, Training and Education Requirements: Respondent Requirements: To submit a responsive proposal, THE RESPONDENT SHALL:

Provide examples of the Respondent's training, and education activities with consumers and the public at large.

3.0 Staffing Plan Requirements- Maximum Page Limitation=Fifteen (15) Pages

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Maintain organizational charts, personnel and affirmative action policies, job descriptions and qualifications for each staff and consultant position related to the program;

2) Inform the Department in writing of any revisions to the organizational charts, and personnel and affirmative action policies at the time revisions occur;

3) Submit to the Department for prior written approval changes in personnel;

4) Submit to the Department the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other personnel identified by the Department;

5) Refrain from initiating any change(s) that may or will negatively impact the Department or adversely affect the ability of the Resultant Contractor to meet any requirement or deliverable set forth in this RFP;

6) Meet the needs of the clients and estimated caseloads of the service area through the maintenance of a sufficient staffing pattern by providing a full time Director and such other administrative staff as may be required by the CHCP regulations or needed to adequately administer the CHCP, as well as any other programs the Resultant Contractor may operate;

7) Meet the needs of non-English speaking clients by employing bilingual staff needed to adequately provide CHCP services to the target populations; and

8) Provide supervision for all program staff.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL** include the following information about the number and qualifications of program staff that the Respondent intends to employ to perform the activities required by this RFP. Where the Respondent's response to a specific requirement may include the Respondent's response to another requirement, the Respondent may reference or cite the other response instead of reproducing it.

1) Positions and Program Staff Resources - A responsive submission shall identify **all positions that will be responsible for the tasks set forth in this RFP**. Positions shall include, but are not limited to a Program Manager who will be responsible for the implementation and management of the CHCP, day-to-day oversight, and attendance at all program meetings at the request of the Department. The Program Manager will be expected to respond to the Department's requests for status updates and all required reports. Other positions shall include Care Managers, Care Supervisors, and any and all positions required to implement the CHCP, effectively.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Provide the names and titles of the program staff proposed for the CHCP and the hours and percentages of time dedicated to each program;

b) Justify its staffing resources to successfully meet the RFP's requirements;

c) Provide a client/staff ratio that ensures effective provision of services and timely compliance with the reporting requirements of each program;

d) Provide job descriptions and resumes for all program staff proposed for the CHCP positions, as proposed in 3.0.b.1);

Job descriptions and resumes for program staff proposed to fill the positions are limited to two pages per resume. Job descriptions and resumes are not included in the page limitation of this section and should be included in Section IV. H. Appendices, **Appendix 6.**

e) Specify the contract-related experience, credentials, education, training, and work experience required in job descriptions for the positions and in the resumes for the program staff proposed to fill the positions including:

1) Experience with Respondent;

2) Education, experience, and training relevant to the execution of the CHCP services to be provided to the target populations; and

3) Names, positions, titles, telephone numbers, and e-mail addresses of persons able to provide information concerning the individuals' experience and competence.

f. If the positions identified by the Respondent are not currently established or filled, to submit a responsive proposal, **THE RESPONDENT SHALL** provide a detailed description and timeline of the steps to be taken by the Respondent to establish and fill the positions before the expected contract start date of July 01, 2013;

g. Multilingual and Multicultural Competency. Describe the ability of all program staff identified in 3.0.b.1). above to respond to various language and cultural situations in a culturally sensitive and linguistically competent way; and

h) Program Staff Training. Describe the training techniques that will be used to ensure program staff competency in the performance of CHCP activities.

Note: The Department shall be notified in writing and in advance regarding the departure of any program staff from the CHCP.

4.0 Reporting and Data Collection Requirements-Maximum Page Limitation=Ten (10) Pages

a. The Resultant Contractor Requirements - The Resultant Contractor shall submit the following reports to the Department:

1) Annual Audited Financial Report

The "Annual Audited Financial Report" is due within 90 days after the end of each fiscal year.

2) Annual Length of Stay Report

The "Annual Length of Stay Report" is due within 90 days of the end of each fiscal year. This report is to be prepared by client category with a total page for all categories.

3) Annual Grievance and Appeals Report

The "Annual Grievance and Appeals"report is due within 90 days after the end of each fiscal year. This report is a listing of grievances filed by CHCP clients including a description of the grievance(s) filed, the action(s) taken by the Resultant Contractor, and the final resolution(s).

4) Semi-annual Female and Minority Business Enterprises Report

The "Semi-Annual Female and Minority Business Enterprises Report" is due by December 31st and June 30th of each contract year.

5) Semi-Annual Client List

The "Semi-Annual Client List" is due by December 31st and June 30th of each contract year. This report is to be prepared by region.

6) Bi-Annual Quantitative Assessment Data Report

The "Bi-Annual Quantitative Assessment Data" report is due by December 31st and June 30th of each contract year. This report is a computerized data transfer as detailed in the Department's Data Specifications for Resultant Contractor File Transfer. The data file includes comprehensive, client specific information on assessment data, care plans, client fees and such other information as may be required by the Department. The data file will be updated quarterly and shall be submitted to the Department on October 31st, January 31st, April 30th, and July 31st of each contract year.

7) Quarterly Assessment and Care Management Activities Report

The "Quarterly Assessment and Care Management Activities Report" is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared by region with a total page for all regions.

8) Quarterly Financial Schedules

The "Quarterly Financial Schedules" are due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared by client funding source by region with a total page for all regions.

9) Quarterly Report of Supervisory Record Reviews

Report results of the internal supervisory record audits, in a summary format, on a quarterly basis.

10) Monthly Activity Report

The Monthly Activity Report is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared on the DSS standardized monthly activity report form. Required reporting is by region and a total for all regions.

11) Miscellaneous Reports

The Resultant Contractor is responsible for submitting unscheduled reports requested by the Department about any aspect of CHCP operations and in a timeframe determined by the Department.

NOTE WELL: The Department shall require the Resultant Contractor to submit complete and accurate data files within the designated timeframe. Resultant Contractor failure to submit accurate and complete reports as defined above is subject to financial withholding to be determined by the Department. Consistent failure to meet these requirements may result in the termination of the contract.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL**

1) Propose a data system that will provide the capability to comply with DSS' Data Specifications for Resultant Contractor File Transfer;

2) Propose a mechanism to ensure the quarterly submittal of complete and accurate data that includes the implementation of data edit checks in the data collection and data entering processes;

3) Provide reporting capabilities to provide the reports as required in 4.0.a.

4.1. Accounting System

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Implement and maintain a uniform accounting system that, budgets, accounts for, and reports all actual program revenues and expenditures and units of service provided. This system shall reflect the application of generally accepted accounting principles (GAAP), principles and practices that are approved by the American Institute of Certified Public Accountants;

2) Implement the accrual method of accounting;

3) Maintain records in sufficient detail to support all financial and statistical information provided to the Department, and provide a clear audit trail;

4) Differentiate between DSS and non-DSS funding sources in income and expenditure reports;

5) Differentiate the Care Management costs for both Medicaid waiver and State-Funded clients;

6) Allocate the costs by services, administrative, and general categories;

7) Segregate and report this information by CHCP region if the Resultant Contractor is under contract with more than one region; and

8) Allocate costs directly attributable to each of the primary Resultant Contractor functions (Care Management and assessments) performed for each program region directly to an account for that region. Allocate costs that cannot be directly related to a specific regional operation on the basis of Care Manager time. The Resultant Contractor shall demonstrate that a cost cannot reasonably be attributed to CHCP operations before the cost may be allocated.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe previous programs, projects or services where the Respondent has implemented an accounting system that meets or exceeds the Resultant Contractor Requirements for an Accounting System.

5.0 Work Plan- Maximum Page Limitation=Five (5) Pages

To submit a responsive proposal, **THE RESPONDENT SHALL** include a comprehensive and realistic work plan. The proposed work plan shall include:

1. **Start-up and implementation** activities to be carried out by the Respondent within 15 days of notification of the right to negotiate a contract;
2. **Tasks and deliverables** to be carried out to perform the proposed activities, and the staff who will be responsible for carrying out each task and deliverable;
3. **Service Capacity/Delivery Plan/Process**. Describe in detail activities that will be performed. Specifically, the proposal shall describe a Service Capacity/Delivery Plan to ensure that services are available no later than **July 1, 2013**. Said plan shall include but not be limited to:
    a. Information about the Respondent's staffing capacity, and existing resources to ensure a seamless delivery system;
    b. All planned implementation activities and a description of how said activities will be carried out; and describe a detailed plan of scheduling at the service region(s), including a timeline for the execution of the Connecticut Home Care Program, (CHCP) and
    c. Include a statement of the number of client cases that the Resultant Contractor shall serve monthly, quarterly, and annually and an explanation of the analysis the Respondent used to arrive at the number of cases.
4. The Resultant Contractor shall be required to provide on-going CHCP services to program participants that are being served by the Department's current Contractors. The Department is in the process of finalizing the transition process and applicable documentation, and will provide the selected Respondents with the number of program participants currently being served. Once the appropriate confidentiality agreements have been signed by the current program participants, current Contractors, and the selected Respondents, the Department will provide the selected Respondents with all appropriate documentation.

D. COST PROPOSAL

A. Financial Requirements

Each response to this RFP shall include an original Part D (clearly marked) and four (4) copies submitted in a separate, sealed envelope and properly marked "**Part D: Cost Proposal CHCP RFP**." RESPONDENT REQUIREMENTS: To submit a responsive proposal, **THE RESPONDENT SHALL** include all cost and financial information in the following order:

1. Audited Financial Statements.

   Submit one (1) copy each of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP) (USA). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. One (1) copy only shall be included with the original cost proposal.

2. Financial Policies and Procedures.

   Include one (1) electronic copy of the Respondent's financial policies and procedures.

3. Financial Capacity.

   Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditures can be provided for purposes of an audit.

4. Cost Allocation Plan.

   The Respondent's Cost Allocation Plan (CAP) shall include provisions for allocating allocable-as-direct costs, Administrative and General (A&G) costs, and salaries and wages. The amount of detail in the plan would depend on a number of factors including, but not limited to the size and complexity of the organization, the number of revenue sources, and the number of programs. Based on these factors, the detailed budget and cost item allocation documents may or may not need to be included in the CAP. The Respondent's CAP should be included in the Financial Policies and Procedures requested in Section III.D.A.2. above.

B. Budget Requirements

Cost Standards. All proposed costs are subject to the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OPM cost standards. More information about the cost standards is available on OPM's web site: Cost Standards.

1. Budget. To submit a responsive proposal, **THE RESPONDENT SHALL** provide a three (3) year annual line-item budget for a **three-year contract term**, defined as the contract period beginning **July 1, 2013 through June 30, 2016**. **THE RESPONDENT SHALL** also provide a budget for the **option for two (2) one (1) year extensions** at the discretion of the Department, using the **Budget Form**, embedded as a hyperlink. The budget form will provide:

   - the annual cost for each contract year: 2013-2014; 2014-2015; 2015-2016;
   - a total cost for the three (3) year contract period, 2013-2016;
   - the annual cost for each of two additional contract years: 2016-2017; 2017-2018; and

- a grand total cost for the five (5) year contract period, 2013-2018.

The budgets shall include line items for all expenses to be incurred through the delivery of services.

a. The Respondent's total administration costs shall not exceed 15 percent of the total funding request per contract year and the total anticipated contract period. In addition, the Contractor's total administration costs shall not exceed 15 percent of the quarterly expenditures reported. The remaining balance of the total funding request shall be for the CHCP activities required by this RFP.

2. Budget Justification / Narrative. To submit a responsive proposal, **THE RESPONDENT SHALL** detail the CHCP costs. The narrative shall include the total number of hours the Respondent expects to spend on the program by category of the staff. In addition, the narrative shall explain any anticipated costs to the Department, including any start-up inefficiencies that would result if the selected Respondent is not the current contractor in a region. Present a projection of the number of clients to be served by this program and strategies to ensure the provision of required services.

3. Business Cost. Fees for Care Management, initial assessments, status reviews and annual reassessments. To submit a responsive proposal, **THE RESPONDENT SHALL:**

   Propose a fee schedule based upon the elimination of the provider credentialing and claims processing requirements that had previously been included in the per diem Care Management rate. The Department will review and approve rates with the following constraints:

   a. The Department shall operate the CHCP on a fee-for-service basis; and

   b. Bad Debt - Federal regulations prohibit the Department from recognizing bad debt as an allowable cost either as a direct or indirect program expense.

4. Rates. The Department shall, at the discretion of the Commissioner, provide each Access Agency with pertinent information regarding the revision of rates for home health and community based services resulting from legislative action. The rates provided by the Department are to be utilized when calculating the costs of the participants' plan of care.

   To submit a responsive proposal, **THE RESPONDENT SHALL:**

   a. Propose the Respondent's rates that do not exceed DSS' maximum allowable rate for each of the following four (4) tasks:

Task	**Frequency**	**Maximum Rate**
Initial Assessments	**One Time Only**	
Status Reviews	**See** **Section Page** **Section Page**	
Care Management	**Per Diem**	
Self–Directed Care and Private Assisted Living Clients	**Per visit, not to exceed one per year**	

1) Annual reassessments for active program clients shall be included in Care Management and shall not be considered in the proposed rates as a separate cost. Only reassessments for self-directed or private assisted living program participants will be billable.

2) Proposals shall consider the initial assessment (per assessment), Care Management services (per day), status reviews, and annual reassessments for each year of the contract (or for the first year and annually thereafter by May 31st for each subsequent year of the contract).

b. Submit cost and service volume projections that support the proposed rates;

c. Include all revenues to be generated on behalf of clients in the CHCP with the proposed rates for the services to be provided directly by the Resultant Contractor;

d. Detail projected costs in the quarterly format separately for Medicaid 1915i waiver clients and State-Funded clients for each region in which the Resultant Contractor proposes to operate and in total for all regions in which the Resultant Contractor proposes to operate;

e. Submit projected costs with a description of the allocation method(s) used to compute cost and rate projections for services for the CHCP.

f. Fees for Home Health Services: The fees for home health services provided to State-Funded clients shall be the same as those for Medicaid 1915i waiver clients.

NOTE WELL: It is the Department's expectation that proposed per diem rates for Care Management will be significantly lower than the current $4.92 because of the elimination of some of the current contractual requirements.

5. Advance for Start-up Costs.

DSS recognizes that Access Agencies participating in the CHCP for the first time, or expanding their service areas, may have difficulty covering expenses during the start-up period. The Department shall provide a cash advance of up to two months of start-up operating funds if the Resultant Contractor meets all conditions as specified in this RFP. The Resulting Contractor shall keep this amount in a separate General Ledger liability account for the purposes of tracking and accounting.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

a. Propose an advance of up to two months of start-up operating funds;

b. Outline how the funds are essential for the effective operation of the CHCPE, CHCPD and 1915i programs; and

c. Outline the specific use of the money.

6. Funding.

On an ongoing basis, the Department may allow a continuing advance to cover the costs of Care Management services provided by the Resultant Contractor. Such an advance shall not exceed the anticipated costs of such services for a two-week period. This amount shall be kept in a separate General Ledger liability account for the purposes of tracking and accounting. The funds shall be returned to the Department upon the expiration of the contract. Claims shall be electronically submitted bi-monthly to DSS' contracted fiscal intermediary to assure rapid cash turnaround. Unreimbursed claims shall be reviewed, corrected and resubmitted promptly to prevent advanced funds from being consumed by unreimbursed and rejected claims.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

Propose accountability for such funds, keeping advanced funds in a separate General Ledger liability account.

7. All Inclusive Fixed-Rate Cost.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

Provide an all-inclusive fixed annual cost for providing Care Management services with an accompanying budget and cost for a three-year contract term, and a five-year contract term, although the actual contract term will be subject to negotiation.

The Department reserves the right to consider all factors including cost in the final selection of a successful Respondent. The opportunity to negotiate a contract with the Department will not be offered based on cost alone.

C. Billing and Payment Information

The Resultant Contractor shall adhere to the Department's Policies and Procedures relative to the Access Agency's billing procedures to receive reimbursement for Care Management services performed.

1. The Department shall not reimburse:
    a. Any Access Agency that fails to meet the terms of its contract or provider agreement with the Department;
    b. For canceled services;
    c. For services not used by an individual or for arranged services refused by a client;
    d. For any services while an individual is institutionalized, except for: respite care provided in a nursing facility, status reviews in hospitals or nursing facilities, and transition services in accordance with approved procedures;
    e. Invoices for services after the death of an individual. The count of client days for purposes of billing for Care Management services begins on the effective date of a written plan of care. The effective date shall be subsequent to the completion of an assessment performed by an Access Agency. The date of death, the end date for self-directed clients, or the date of institutionalization may be billed, but no date(s) of service may be billed after these dates;
    f. Services that are not provided or not provided in accordance with CHCP procedures, including prior authorization when appropriate;
    g. Services not included as part of the plan of care or not included under the CHCP regulations or Medicaid program;
    h. Incorrect, incomplete, or duplicative claims or when the client is no longer eligible for the CHCP; and
    i. For a service when an invoice for is received more than twelve months after the date the service was delivered.

D. Performance Incentives

It is the goal of the Department, for all CHCPE, CHCPD and 1915i program participants, to improve client outcomes, improve access to care, ensure participants have choice and control, ensure that participants are treated respectfully and their dignity is maintained and that participants have opportunities for community integration and/or inclusion.

The Department will establish a performance pool to be determined annually based on available appropriations. In the first year of the contract, the performance pool will be $500,000. Distributions will be made from the pool as performance incentives to Access Agencies that have demonstrated quality outcomes for the program participants.

Performance measures are as follows:

1. Maintenance of a client to Care Manager ratio no greater than 80:1;
2. Average care plan cost for State-Funded clients less than $800 per month;
3. Reduction from the baseline year in re-hospitalizations within 30 days of discharge;
4. A performance measure related to access to care;
5. A performance measure related to participant choice and control;
6. A performance measure related to participants' sense of respect/dignity; and
7. A performance measure related to community integration/inclusion.

IV. PROPOSAL OUTLINE

*This section presents the **required** outline that shall be followed when submitting a proposal in response to this RFP. Proposals shall include a Table of Contents that exactly conforms with the required proposal outline (below). Proposals shall include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.*

2.24. Client Contribution
2.25. Notice of liability to Applicant or Recipient of Care or Legally Liable Relative
2.26. Waiting List
2.27.1. Review of Resultant Contractor's CHCP Client Records
2.27.2. Monitoring of CHCP Client Satisfaction
2.27.3. DSS' Client Record and Administrative Review
2.28. Protocols for the Transfer of Existing Clients
2.29. General Requirements
2.30. Customer Service, Training and Education Requirements

3.0 Staffing Plan Requirements

4.0 Reporting and Data Collection Requirements
4.1. Accounting System

5.0 Work Plan

G. Appendices

1. Appendix 1-Addenda
2. Appendix 2-Organization Chart
3. Appendix 3-Signed Release
4. Appendix 4-Evidence of Qualified Entity
5. Appendix 5-Confidentiality Policies and Procedures
6. Appendix 6-Job Descriptions and Resumes

H. Forms.
Certification Regarding Lobbying

I. Cost Proposal in a <u>Separate Binder</u>

A. Financial Requirements

B. Budget Requirements